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Preservation Success and Demolition Disaster: A Comparison of Alden Park and the Mayfair House

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PRESERVATION SUCCESS AND DEMOLITION DISASTER: A COMPARISON OF
ALDEN PARK AND THE MAYFAIR HOUSE

Julianne Lauren Dunn

A THESIS

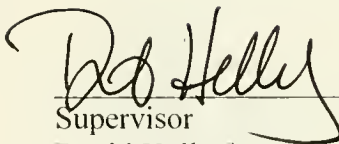
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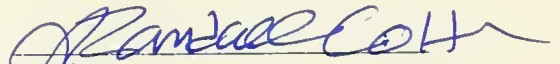
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Partial Fulfillment of the Requirements for the Degree of

MASTER OF SCIENCE

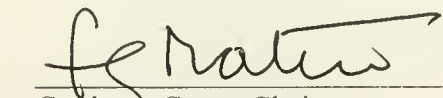
2000



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Table of Contents

Section	Page
Acknowledgements	ii
Table of Contents	iii
List of Figures	v
Chapter I: Introduction	1
Chapter II: Easements and Tax Incentives	4
Easements	
PHPC and Easements	
Easements, Certification and the National Register Listings at the Mayfair House and Alden Park	
Mayfair House	
Alden Park	
Tax Incentives	
The Mayfair House and Tax Incentives	
Alden Park and Tax Incentives	
Chapter III: Analysis of Easement Deeds	21
Deeds of Façade and Open Space Easement	
Mayfair House Deed of Façade Easement	
Alden Park Deed of Façade and Open Space Easement	
Comparison of Deeds	
Chapter IV: The Mayfair House	34
Pre-Easement History of the Mayfair House	
Post-Easement Real Estate History of the Mayfair House, 1981 to Present	
Conclusions on the Demise of the Mayfair House	
Chapter V: Alden Park	84
Pre-Easement History of Alden Park	
Post-Easement Real Estate History of Alden Park, 1981 to Present	
Conclusions on the Success of Alden Park	
Chapter VI: Similarities Between the Mayfair House and Alden Park	116
Chapter VII: Differences Between the Mayfair House and Alden Park	121
Chapter VIII: Summary of Results	127
The Role and Influence of Easements as a Preservation Tool	
Rarity of Easement Extinguishments/Demolition Amendments	
Reasons for Success and Demise	
Chapter IX: Conclusion	137
Appendix	143
Appendix A: Mayfair House Site Plan	144

Appendix B: Selections from the Mayfair House Deed of Façade Easement	147
Appendix C: Alden Park Site Plans and Floor Plans	165
Appendix D: Selections from the Alden Park Deed of Façade and Open Space Easement	173
Bibliography	197
Primary Sources	
Secondary Sources	
Interviews	
Index	204

List of Figures

All photographs were taken by the author.

- Figure 1.** Mayfair House. West façade, houses on Johnson Street. Photo, May 1999.
- Figure 2.** Mayfair House. East façade on Lincoln Drive. Photo, May 1999.
- Figure 3.** Mayfair House. East façade, first floor. Photo, May 1999.
- Figure 4.** Mayfair House. South façade, 417 West Johnson Street. Photo, May 1999.
- Figure 5.** Mayfair House. South façade, ground level. Photo, May 1999.
- Figure 6.** Mayfair House. South façade, detail around entrance door. Photo, May 1999.
- Figure 7.** Mayfair House. South façade, detail over entrance door. Photo, May 1999.
- Figure 8.** Mayfair House. South façade, window frame and pilaster detail. Photo, May 1999.
- Figure 9.** Mayfair House. North façade facing Cliveden Street. Photo, May 1999.
- Figure 10.** Mayfair House. North façade facing Cliveden Street. Photo, May 1999.
- Figure 11.** Mayfair House. East façade, demolition commencing. Photo, October 1999.
- Figure 12.** Alden Park. Alden Hall in foreground, Manor in background. Photo, May 1999.
- Figure 13.** Alden Park. Kenilworth Building. Photo, May 1999.
- Figure 14.** Alden Park. Manor Building detail. Photo, May 1999.
- Figure 15.** Alden Park. Manor Building balcony. Photo, May 1999.
- Figure 16.** Alden Park. Parking in foreground, Cambridge Building in background. Photo, May 1999.
- Figure 17.** Alden Park. Main Entrance. Photo, May 1999.

Chapter I: Introduction

Two apartment properties in Philadelphia, Alden Park and the Mayfair House, are both subject to easements held by the Preservation Alliance for Greater Philadelphia. The Mayfair House is encumbered by a façade easement that was donated in 1981, while Alden Park is encumbered by both a façade and an open space easement that were also donated in 1981. In both cases, the owner who donated the façade easement and claimed the tax deduction associated with easements did not carry out the subsequent work necessary to comply with the easement deed. In the case of Alden Park, the deed lacked specific recommendations yet the work was completed by a later owner of the property. Today, Alden Park is a successful apartment complex and is in compliance with its easement deed. In contrast, the Mayfair House was cleared for demolition this past June, 1999 and is currently being demolished. The façade easement deed was more specific in its recommendations on how to restore portions of the Mayfair House. Owner after owner, however, was unable to make the Mayfair House an economic success, resulting in no other option but demolition of the structure.

The purpose of this thesis is to study why one building was a preservation and commercial success, while the other is being demolished, and what role, if any, the existence of easements played. I will study the circumstances that led up to the necessary demolition of the Mayfair House, a historically significant building. I will also examine how, in contrast, Alden Park, located within a mile of the Mayfair House, became financially stable and continues to prosper to this day.

First, I will define easements, describe how they function, and state how they can be a benefit to historic buildings. I will also discuss the importance of financial incentives both for easement donators and subsequent owners of a historic structure. I will define investment tax credits, discuss their benefits, and explain why they motivate developers- who might not be expected to take an interest in the actual historical character of their project - to rehabilitate historic buildings. I will also examine the easement deeds of both properties to determine whether or not the specificity of their language and recommendations influenced the degree to which the work on each property was successfully completed.

I will look at the history of the Mayfair House, a 16-story brick building with limestone and terra cotta detailing set on picturesque Lincoln Drive. I will focus on its real estate history after the easement donation in 1981, and determine what factors led to its failure. I will explore what actions, if any could have prevented the demise of the structure. I will study whether preservation activists, the easement holder and the owners of the building did all they could to save the Mayfair House. Finally, I will analyze the inherent problems that existed at the Mayfair House, such as its lack of sufficient parking or access to public transportation and the poor real estate climate in the late 1980s when Mayfair House rehabilitation was planned to occur.

I will determine why Alden Park, a vast complex set on over thirty acres and consisting of six apartment buildings as well as other structures, is a successful apartment complex today. This success is based on, among other things, the location of the complex, its acreage, the quality of the apartments and its unique amenities. I will explore why the easement alone did not save the building but did provide a guideline for

developers to successfully rehabilitate. I will look at the factors that led to Alden Park's continued success such as the strategy used by the developers, the pressure applied from preservation organizations, and the inherent positive attributes of Alden Park.

The research will show that the failure of the Mayfair House was not attributable to the specific easement deed language, nor was it due to a lack effort to turn the building into a viable old-age home. Rather, the demise of the Mayfair House was a result of both the inherent features of the building and bad economic timing. The location of the structure, as well as the lack of necessary parking, ultimately rendered the building dysfunctional for today's society. In addition, the decline of the real estate market in the late 1980s contributed to the owners' virtual abandonment of the structure and inability to perform adequate rehabilitation. With regard to Alden Park, this thesis will show that Alden Park's success as an apartment complex can be attributed to the very factors that led to the Mayfair House's demise. The location, layout and amenities of Alden Park rendered the complex attractive to renters as a community. Due to the unwavering interest of renters in Alden Park, coupled with slightly better economic times, the owners in the early 1990s were able to successfully restore the complex. In both cases, the easement deed requirements and the fact that both properties were encumbered by easements played little role in the actual demise or preservation of the Mayfair House and Alden Park.

Chapter II: Easements and Tax Incentives

Easements

A façade easement is a property interest conveyed by the owner of a significant historic site to a qualified organization that runs a façade easement program. The easement binds the present and future owners of the property to restrictions and maintenance obligations set forth in the signed Deed of Façade Easement. Both preservation and conservation easements exist depending on what type of historic site is being covered by the easement. Preservation easements “preserve the façade and surroundings of historic structures or historic land areas”¹ These easements allow the protection of “a historic building or site from the loss of its historic character by permanently preventing demolition, neglect, or insensitive exterior alterations.”² Conservation easements, also referred to as open space easements, ensure “permanent protection of open space and landscaped grounds”³ by prohibiting the present and future owners of the property from erecting additional buildings.

When a façade easement is donated, the recipient organization takes “an interest in a portion of real property”⁴ and effectively becomes the protector or steward of the building’s exterior. The legal instrument between the organization and the building’s owners is in the form of a Deed of Façade Easement. This deed states that any alterations to the “buildings or landscape features must be approved . . . and the property must be

¹ Janet Diehl and Thomas S. Barrett, *The Conservation Easement Handbook* (Alexandria: Land Trust Exchange and Trust for Public Land, 1988), 5-6.

² Preservation Alliance for Greater Philadelphia, *Easements* pamphlet, n.d.

³ Ibid.

⁴ Norman Tyler, *Historic Preservation* (New York: W.W. Norton & Company, 2000), 187.

properly maintained.”⁵ In effect, the recipient organization compels the owner to maintain the historic integrity of the façade. When an easement is donated, the easement value is appraised and this amount can be deducted as a charitable gift from federal income taxes. An easement may also have the effect of lowering the resale value of a property. A small percentage, often 5%, of the appraised value of the façade is paid by the owner in a one-time administration fee to the non-profit organization.⁶ An easement must be given in perpetuity, meaning that the easement passes along with the property, not the owner, in order to claim a tax deduction. In other words, future owners of the property continue to be subject to the easement.

It is important to understand why façade easements can be a valuable tool to both the owner of the property and the non-profit organization. For one, the perpetuity clause in the deed ensures that as the title of the property passes from owner to owner, each owner is legally bound to maintain the property according to the deed language. For preservationists, this is beneficial since it means historic façades will be preserved for future generations to enjoy. This is in essence the public benefit that justifies that the donation of the façade is in fact a charitable donation and therefore eligible for a federal tax deduction. Perhaps the most important reason that owners of historic buildings donate façade easements is the financial incentives. When the façade is appraised, “the value of the easement is based on the difference between the appraised fair market value of the property prior to conveying an easement and its value with the easement

⁵ “Preservation Easements: How to Keep It Safe After You’ve Gone,” *Connecticut Preservation News*, November/December 1998, 5.

⁶ “The Easement Monitoring and Enforcement Fund,” Preservation Alliance for Greater Philadelphia.

restrictions in place.”⁷ For façade easements this amount is typically between 10% and 15% of the unencumbered value of the property.⁸ If the building on which an easement is being donated meets certain qualifications, the owner is able to deduct the value of the easement from his or her federal income tax claiming it as a charitable deduction.⁹ The tax deduction can only be taken if the property is listed individually on the National Register of Historic Places or is certified as a contributing structure as part of a National Register Historic District.¹⁰ If these criteria are met, a title document that indicates the owner and a specific appraisal that follows certain Internal Revenue Service (“IRS”) guidelines must be submitted to claim the tax deduction.¹¹ This tax benefit can be taken only once and only by the grantor of the easement. This means that even though the easement is held in perpetuity, no subsequent owners can benefit from the tax deduction resulting from the original easement donation.

There are tax benefits, however, that later owners of an easement building can claim under certain conditions. These benefits are the tax credits that can be taken when there is significant qualifying rehabilitation of a historic building. I will discuss these credits in my next section. While these credits are not dependent upon whether the property is encumbered by a façade easement, an easement can help establish the entitlement to the credit since it strongly indicates that the work is being performed on a

⁷ U.S. Department of the Interior, National Park Service, *Historic Preservation Easements* pamphlet, September 1997.

⁸ J. Randall Cotton, interview by author, 14 February 2000.

⁹ “The Lowdown on Preservation Easements,” *The Quarterly Letter of the Frank Lloyd Wright Building Conservancy*, Summer 1996, 11.

¹⁰ *Ibid.*

¹¹ *Ibid.*

significant structure.¹² Subsequent owners of an easement property, in theory, benefit from a lower sale price when purchasing a building with an easement. Since the façade is encumbered by an easement, the assessed value of the property is assumed to be less and therefore the sale price should be lower. While this idea, in theory, should be true, often sale prices are still inflated by the economy, enabling developers to quickly sell buildings for immediate profit without the easement actually deflating the price.

PHPC and Easements

Easement programs are administered by organizations that are recognized as governmental units or charitable organizations by the IRS.¹³ The Philadelphia Historic Preservation Corporation (“PHPC”), the predecessor to the current Preservation Alliance for Greater Philadelphia (“Preservation Alliance”), was a non-profit organization with an easement program dating back to 1979. When PHPC merged into the Preservation Coalition of Greater Philadelphia to form the Preservation Alliance, the Preservation Alliance assumed responsibility of PHPC’s easement program and currently holds over 150 easements, both façade and open space.¹⁴

The Preservation Alliance does not accept every easement donation that is offered to its organization. In the same case, PHPC was selective in deciding which easements would enhance its façade easement program. When PHPC reviewed the Mayfair House and Alden Park and decided to accept the easement donations, it was looking for

¹² Philip Scott, interview by author, 16 February 2000.

¹³ U.S. Department of the Interior, National Park Service, *Historic Preservation Easements* pamphlet.

¹⁴ J. Randall Cotton, interview.

buildings with architectural merit and economic viability.¹⁵ PHPC “will not accept facades if serious maintenance problems are anticipated.”¹⁶ Guidelines on how to build a strong easement program are available to non-profit organizations such as the Preservation Alliance. For example, an article entitled “The Importance of a Well-Defined Easement Program” suggests that easement program administrators ask certain questions before accepting an easement. Among the questions are “Is this an excellent example of that type of property?” and “Can we handle the responsibility of protecting it forever?”¹⁷

Easements, Certification and the National Register Listings at the Mayfair House and Alden Park

The Mayfair House and Alden Park were placed on the National Register of Historic Places (“National Register”) on April 7, 1982 and August 15, 1980, respectively.¹⁸ Both properties were designated under “Criterion C” of the four possible National Register criteria. Under this criterion, properties may be “eligible for the National Register if they embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose

¹⁵ Ibid.

¹⁶ Gene Austin, “Keeping Up A Good Front Is Their Job,” *Philadelphia Inquirer*, 15 January 1984, L1.

¹⁷ Janet Diehl, “The Importance of a Well-Defined Easement Program,” *Land Trusts’ Exchange*, Spring 1987, 9.

¹⁸ *National Register of Historic Places 1966-1999: cumulative list through June 30, 1991* (Washington, D.C.: National Park Service, 1991), 685, 688.

components may lack individual distinction.”¹⁹ Around the same time both properties were listed on the National Register, the owners of the Mayfair House and Alden Park both donated façade easements to PHPC. Both owners therefore met this criterion for the easement tax deduction. In 1981, the Mayfair House became encumbered by a façade or preservation easement, while Alden Park became encumbered by a façade easement on its structures and by an open space easement on much of the surrounding landscape.

The Mayfair House and Alden Park are also both locally certified as historic by the Philadelphia Historical Commission. The new Preservation Ordinance, an amended version of Section 14-2007 of the Philadelphia Code, became effective on April 1, 1985. The Mayfair House and Alden Park, however, were certified under the Historic Buildings Ordinance, Section 14-2007 of the Philadelphia Code, which was approved on December 7, 1955. Under the 1955 Historic Buildings Ordinance, the Philadelphia Historical Commission certified historic buildings- a way of distinguishing which buildings were significant. Certification provides “protection against inaccurate or unsympathetic alteration and against unnecessary demolition,” as well as technical assistance from the Philadelphia Historical Commission’s staff. Certain restrictions apply to certified buildings. In order to “insure authenticity and compatibility,” all proposed alterations must be approved by the Philadelphia Historical Commission before a building permit is issued. In addition, the Philadelphia Historical Commission can delay demolition of a

¹⁹ U.S. Department of the Interior National Park Service, *National Register Bulletin: How to Apply the National Register Criteria for Evaluation* (Washington, D.C.: U.S. Department of the Interior, National Park Service, 1990). 17.

certified building for up to six months.²⁰ Under the 1985 Preservation Ordinance, historic buildings are “designated,” as opposed to “certified” by the Philadelphia Historical Commission. Like certified buildings, buildings must meet certain criteria in order to be designated. These criteria are similar to those of the National Register. In the case of the Mayfair House and Alden Park, they are of thematic and architectural importance. The 1985 Preservation Ordinance also protects designated buildings- all building permits for the buildings must be approved by the Philadelphia Historical Commission.²¹ Buildings certified under the 1955 Historic Buildings Ordinance were “grandfathered” into the 1985 Preservation Ordinance. This means that there is no essential difference between “certified” and “designated” buildings. If the building is certified, its “certification” occurred before April 1, 1985. After that date, historic buildings are “designated” by the Philadelphia Historical Commission.

Mayfair House

While neither the Mayfair House nor Alden Park was required to be listed on the National Register in order to have give an easement donation, the owners of both properties desired the tax deduction that came with donating an easement.²² The first nomination form for the Mayfair House’s listing on the National Register was written on September 18, 1981. Its author argued in the statement of significance that the architects

²⁰ F. Otto Haas to Murray Isard, 13 May 1981, Philadelphia Historical Commission. This letter from the Philadelphia Historical Commission confirmed that Alden Park was a certified building. In the course of the letter, all of the terms regarding what certification entails are explained in detail.

²¹ Philadelphia, P.A., *Ordinance, Philadelphia Code*, (1 April 1985), sec. 14-2007 (4)-(7).

²² J. Randall Cotton, interview. Only when owners desire the federal tax deduction, is the building is required to be listed individually or contributing to a district on the National Register.

of the Mayfair House, Sugarman and Berger, “made important contributions to the integration of the automobile into apartment living. The choice of the site, near a major new auto artery, was itself a revolutionary decision.”²³ This nomination to the National Register was rejected, however, in November of 1981. During this time, J.E. Marks, the owner of the Mayfair House, was in negotiations with PHPC to donate a façade easement on the building. Without a listing on the National Register, the Mayfair House would not be eligible for the important tax deduction. In a letter to Brenda Barrett, Executive Director of the Bureau for Historic Preservation at the Pennsylvania Historic and Museum Commission, it was argued that the easement process in Philadelphia would “not be credible if a significant project like the Mayfair House is not accepted on the Register.”²⁴ Ms. Barrett responded that if the statement of significance in the nomination emphasized the features of the building in a larger context, such as how its placement was a part of a national theme toward the social movement of single-family dwellings to multi-family dwellings, it could be reconsidered for the National Register.²⁵

A new National Register nomination form was submitted on November 25, 1981 and subsequently approved. The statement of significance touted the Mayfair House’s architecture as an example of English-inspired design of Georgian and Regency revival design, a style that was enjoyed by “Philadelphia anglophiles.”²⁶ In addition, the Mayfair House was part of a national trend of apartment buildings that offered “a suburban,

²³ “National Register of Historic Places Inventory-Nomination Form--Mayfair House,” 18 September 1981, Philadelphia Historical Commission.

²⁴ James Martin of Old Philadelphia Development Corporation to Brenda Barrett, 16 November 1981, Preservation Alliance for Greater Philadelphia.

²⁵ Brenda Barrett to James Martin, 25 November 1981, Preservation Alliance for Greater Philadelphia.

²⁶ “National Register of Historic Places Inventory- Nomination Form--Mayfair House,” 25 November 1981, Philadelphia Historical Commission.

automobile counterpart to the high rises of center city.”²⁷ The initial rejection of the Mayfair House’s Nomination Form was not a reflection on the significance of the structure. Rather, initial submissions are often written vaguely so that feedback from the review board is later used to bolster the statement of significance.²⁸

The owner of the Mayfair House, J.E. Marks, was a reputable developer who was maintaining the building successfully in the early 1980s. No major rehabilitation work was anticipated on the Mayfair House when the easement was donated in 1981.²⁹ Rather, the building, which had apartments designated as Section 8 housing or low-income subsidized housing, was structurally sound and needed minor work and maintenance spelled out in the easement deed. After being placed on the National Register, the Mayfair House’s façade easement became an ideal acquisition for PHPC. The façade of this historic structure would be saved while the Deed of Façade Easement would ensure future owners maintain the structure.

Alden Park

A nomination to the National Register was submitted on behalf of Alden Park on January 10, 1980. In a bold statement of significance that argues the architectural significance of Alden Park’s layout and structures and its accommodations to modern living, the nomination was summarily approved.

²⁷ Ibid.

²⁸ George Thomas, telephone conversation with author, 22 February 2000.

²⁹ Robert Shusterman, interview by author, 23 February 2000.

PHPC was excited about the new owners of Alden Park in 1980, Isard-Greenberg, stating that they “plan to make considerable investments in restoration of building exteriors, lobbies and landscaping” and are interested in façade easements on the exteriors of the buildings and possibly on some interior lobbies.³⁰ Richard Tyler of the Philadelphia Historical Commission recommended Alden Park to the National Register calling it “a complex of both architectural and planning distinction, it is commonly thought to be the country’s first high-rise apartment development set into open park land as advocated by Le Corbusier just a few years earlier.”³¹ PHPC recognized that the design of Alden Park’s structures and the surrounding landscape offered undisputed architectural design and warranted a façade easement. In a letter to owner Murray Isard, Tyler recommended that Isard consider donating a façade easement to protect the future of the site: “I should think that the Philadelphia Historic Preservation Corporation would be most willing to consider an easement on the complex. It also seems to me to be consistent with the Corporation’s policy to accept easements on both the building facades and the open space which constitutes a part of the National Register property for context as well as structure contributes to historic character and preservation.”³² With a listing on the National Register and the obvious architectural and planning merit offered by Alden Park, PHPC accepted the easement donation on December 21, 1981.³³

³⁰ “Alden Park Fact Sheet,” 10 October 1980, Preservation Alliance for Greater Philadelphia. For specific ownership information of Isard-Greenberg, see footnote 283.

³¹ Richard Tyler to Jackson-Cross Company, 18 October 1979, Philadelphia Historical Commission.

³² Richard Tyler to Murray Isard, 1 August 1980, Philadelphia Historical Commission.

³³ Craig Blakely of PHPC to Murray Isard, 21 December 1981, Preservation Alliance for Greater Philadelphia.

Tax Incentives

Only the original donor of a façade easement may take the tax deduction equal to the appraised value of the façade easement. So why do subsequent developers or owners purchase National Register historic buildings with façade easements? While they may receive a lower purchase price due to the easement, the easement does restrict the owners considerably. The easement limits the amount of alterations that can be performed to the structure's facades, and requires the owners to seek permission from the non-profit organization for each new alteration proposed. In addition, the minimum maintenance program and annual easement inspections help ensure that the structure is not altered or neglected or that the open space protected is not built upon. Additional rehabilitation tax credits, however, that equal to 20% of restoration costs, can be a major incentive to subsequent owners of easement properties. Without these credits, a lower purchase price may not offset the easement requirements for a future owner.

The Historic Preservation Tax Incentives Program, established in 1976 and administered by the National Park Service, is “one of the most effective Federal programs to promote both urban and rural rehabilitation.”³⁴ The Internal Revenue Code offers an investment tax credit equal to 20% of the money spent on “rehabilitation of historic buildings for depreciable uses such as for commercial, industrial, or rental residential purposes.”³⁵ There is also a 10% tax credit “for the substantial rehabilitation for

³⁴ U.S. Department of the Interior, National Park Service, *Federal Tax Incentives for Rehabilitating Historic Buildings: Report and Analysis for Fiscal Year 1997* (Washington, D.C.: U.S. Department of the Interior, National Park Service, 1998), foreword.

³⁵ U.S. Department of the Interior, National Park Service, *National Historic Landmarks: Stewards' Sourcebook* (n.d.), 38.

nonresidential but depreciable purposes of buildings built before 1936.”³⁶ These tax credits do not apply to owner-occupied residential properties, only income producing rental residential properties, like the Mayfair House and Alden Park. The 20% tax credit is available “to any project that the Secretary of the Interior designates a certified rehabilitation of a certified historic structure.”³⁷ In addition, the owner must retain the building for at least five years after the rehabilitation or the credit must be paid back to the IRS. When a building is eligible for the 20% tax credit, there is a three-step process that the applicant must follow. First, a Part 1 application is submitted. This application is a request for a certification of historic significance. Next, Part 2 is a request for the approval of the proposed rehabilitation. Part 2 is a lengthy application that states what type of work is needed on the structure and how that work will be performed. Finally, Part 3 is the request for certification of the finished work. This Part 3 takes the form of photographs which document that the completed work conforms to the work proposed in the Part 2.³⁸

When the tax credit is combined with an easement donation, timing is important. Often, tax credits are taken by a developer before the donation of a façade easement. If the property is held for five years after the tax credits have been taken, an easement donation provides an additional deduction equal to the value of the easement. If an easement is donated during a certified rehabilitation, “the owner must adjust the depreciable basis to reflect the diminution in value of the building that occurs when an

³⁶ Ibid.

³⁷ U.S. Department of the Interior, National Park Service, *Historic Preservation Easements* pamphlet.

³⁸ U.S. Department of the Interior, National Park Service, *Federal Tax Incentives for Rehabilitating Historic Buildings: Report and Analysis for Fiscal Year 1997*, foreword.

easement is conveyed. This reduction may impact the amount of rehabilitation credit that an owner is allowed to take.”³⁹ Donating an easement is considered by the IRS as a partial sale of the property and, since the owner is required to retain the property for five years during a tax credit “recapture” period, it is prudent to donate an easement only after this five-year period of ownership.⁴⁰ One exception is that if the easement is donated before the rehabilitation tax credits are claimed, the owner can claim both the tax credit and a portion of the easement deduction.⁴¹ In order to benefit fully from the 20% tax credit and the full deduction of the value of the easement donation, however, rehabilitation work and the donation of an easement cannot be done in tandem.

The donation of easements and the ability to take tax credits are dependent upon the tax laws and real estate market climate. Back in 1981, owners of eligible properties could take the easement deduction and the tax credit at the same time regardless of whether or not the building was in service—this was often referred to as “doubling up.” In addition, “a building restored and recycled for commercial use or some residential purposes” used to be able to yield up to a 25% tax credit for developers.⁴² A later change in the tax law, however, prompted the IRS to decide that this “doubling up” could only occur under certain conditions. This amendment took place in 1986 when the Federal Tax Code created “more stringent rules” for the use of historic preservation tax incentives.⁴³ The tightening of IRS policies resulted in a decrease in rehabilitation work

³⁹ U.S. Department of the Interior, National Park Service, *Historic Preservation Easements* pamphlet.

⁴⁰ J. Randall Cotton, interview.

⁴¹ *Ibid.*

⁴² Jane M. Von Bergen, “Zoning and Tax Laws Encourage Preservation,” *Philadelphia Inquirer*, 26 September 1983, M4.

⁴³ U.S. Department of the Interior, National Park Service, *Federal Tax Incentives for Rehabilitating Historic Buildings: Report and Analysis for Fiscal Year 1997*, foreword.

in the late 1980s. It also resulted in a decline in the number of easement donations to PHPC after 1986.⁴⁴ In 1984, the IRS began a strict review of the easement tax deduction process. The IRS Mid-Atlantic Region “informed every donor of an easement gift made in Washington, D.C., during the early 1980s that they were denying any deduction for the easement.”⁴⁵ The IRS stated that in the early 1980s, “owners have claimed tax deductions based on the contention that their properties decreased in value after they made legally binding preservation agreements with historic groups and open-space organizations.”⁴⁶ While in some cases this may be true, the IRS felt that “tax breaks for property preservation have been used as a tax dodge.”⁴⁷ In 1984, the IRS investigated easement donations in Philadelphia and determined that none of PHPC’s easements had been appraised at too high a value and therefore the deductions taken were found reasonable. “The Corporation’s claims have survived scrutiny by the IRS, and Philadelphia’s program has won a reputation for being very sound.”⁴⁸ In 1984, the Tax Reform Act established regulations on what constituted a “qualified appraiser.” In addition, penalties for overvaluing easements were increased.⁴⁹ With stricter standards in place, the IRS became more comfortable with the easement tax deduction. As the recession lifted in the early 1990s, tax credit projects began to increase. By 1997, there

⁴⁴ David I. Turner, “Old Facades and New Tax Breaks,” *Philadelphia Inquirer*, 4 July 1993, G1.

⁴⁵ Richard J. Roddewig, “Preservation Easement Law: An Overview of Recent Developments,” *The Urban Lawyer*, vol. 18, no. 2 (Spring 1986): 230.

⁴⁶ L. Stuart Ditzen, “Buildings Endure, But Not Preservationists’ Tax Savings,” *Philadelphia Inquirer*, 18 August 1984, B1.

⁴⁷ *Ibid.*

⁴⁸ Thomas Hine, “Good Preservation and Some That Takes Its Lumps,” *Philadelphia Inquirer*, 10 November 1985, M14.

⁴⁹ Roddewig, “Preservation Easement Law: An Overview of Recent Developments,” 239, 242.

was a 53% increase in the amount invested from the previous year.⁵⁰ While subsequent owners are unable to take an easement deduction, additional 20% rehabilitation tax credits can be passed along to new investors if enough money is invested in the project and there is more approved rehabilitation to be completed.

The Mayfair House and Tax Incentives

Since the Mayfair House and Alden Park were both income-producing rental residential properties when façade easements were donated in 1981, they could have been eligible for rehabilitation tax credits as well. When J.E. Marks donated a façade easement on the Mayfair House in 1981, he did not have any intention to take tax credits. Robert Shusterman, then attorney for PHPC and currently for the Preservation Alliance, stated that PHPC felt there was “no contemplation of rehabilitation when the easement was taken” in 1981.⁵¹ After Marks sold the property to Ronald Caplan of Mayfair Associates, L.P. in 1986,⁵² Caplan “flipped” the property and sold it to Mayfair Renaissance Associates (“Mayfair Renaissance”). The term “flipped” implies that ownership lasted only one to two years and, since tax credits require a five year ownership period, Caplan did not take credits on the Mayfair House, nor did he invest in rehabilitating the property. By the late 1980s, Mayfair Renaissance had run out of money and, in 1992, the mortgage holder, Arnav Industries, Inc. Employee Retirement Trust (“Arnav”) took title at a sheriff’s sale.⁵³ Neither Mayfair Renaissance nor Arnav was

⁵⁰ U.S. Department of the Interior, National Park Service, *Federal Tax Incentives for Rehabilitating Historic Buildings: Report and Analysis for Fiscal Year 1997*, foreword.

⁵¹ Robert Shusterman, interview.

⁵² Bill Blades, Internal Memo to PHPC, 20 January 1986, Preservation Alliance for Greater Philadelphia.

⁵³ Robert Shusterman, interview; Deed Book VCS #36 (Philadelphia City Hall), 539.

able to perform rehabilitation of any kind, in particular rehabilitation that would have been eligible for tax credits. In 1994, Mayfair Associates 95, L.P. (“Mayfair Associates 95”) with their principal Israel Roizman, purchased the Mayfair House.⁵⁴ Although Roizman devised a plan for rehabilitating the Mayfair House and taking tax credits, the neighbors of the Mayfair House were a persuasive group and did not support Roizman’s plan. George Thomas, who served as a consultant to Roizman, stated that Roizman’s plan for parking and subsidized housing was enough to take tax credits. Due to the influence of the neighbors, however, and their desires to demolish the then vacant and derelict Mayfair House, the plan was abandoned.⁵⁵ In 1997, Roizman donated the Mayfair House to a non-profit community development organization, and ultimately the City of Philadelphia gained title to the land in 1998.⁵⁶ While tax credits could have helped the Mayfair House rehabilitate, the real estate market was in a slump in 1989, the same year that Mayfair Renaissance lost its financing. Due to poor timing, the Mayfair House was never able to benefit from tax credits.

Alden Park and Tax Incentives

In contrast to the Mayfair House, tax credits were taken at Alden Park and helped contribute to the success of that property. Although the donor of the façade and open space easements on Alden Park, Murray Isard, was not able to take tax credits on Alden Park, in 1983, Isard attempted to sell Alden Park “in a manner that would enable the

⁵⁴ Robert Shusterman to J. Randall Cotton, 8 December 1994, Preservation Alliance for Greater Philadelphia.

⁵⁵ George Thomas, telephone conversation.

⁵⁶ Deed Book JTD #572 (Philadelphia City Hall), 281; Noel Eisenstat to Emanuel Freeman, 21 October 1998, Preservation Alliance for Greater Philadelphia.

purchaser to take an investment tax credit.”⁵⁷ Isard stated that he had been under pressure by buyers to not spend money on rehabilitation—“simply stated, they are all anxious if they do become owners, to be the recipient of Investment Tax Credits.”⁵⁸ Isard did sell Alden Park to Bruce Corneal on behalf of a partnership called the Corneal-Blair Joint Venture with Algernon-Blair around May 14, 1984.⁵⁹ By 1986, Corneal had sold to Eastview Realty—the ownership group that ultimately performed the work and took the investment tax credits on Alden Park. Although Alden Park’s rehabilitation work was delayed multiple times and was finally completed in April 1998, the investment tax credits made the project attractive to the purchasers.

⁵⁷ Robert Shusterman to Murray Isard, 21 October 1983, Preservation Alliance for Greater Philadelphia.

⁵⁸ Murray Isard to Bill Blades, 29 August 1983, Preservation Alliance for Greater Philadelphia.

⁵⁹ *Complaint In Equity*, Court of Common Pleas, n.d. , Preservation Alliance for Greater Philadelphia.

Chapter III: Analysis of Easement Deeds

Deeds of Façade and Open Space Easement

I have now explained why the Mayfair House and Alden Park owners donated façade and open space easements on their properties and why they desired and, in the case of Alden Park, took federal investment tax credits. In both cases, the easements on the properties not only provided the owners with a tax deduction, but also protected the buildings from historically insensitive rehabilitation work.

The tool by which the buildings are protected is the Deed of Façade Easement. As previously mentioned, this deed is between a non-profit organization that is the recipient (grantee) of the easement donation, and the owner of the significant historic building or land. The deed typically used by the Preservation Alliance consists of four parts- the body of the deed and three exhibits. First, the body of the agreement offers a Background section on the property and then Terms and Conditions of the deed are laid out. These terms and conditions contain language for such issues as the scope of the easement, the perpetuity clause, insurance and release and indemnification from the easement. The first exhibit, Exhibit A, is a legal description of the boundaries for the land and/or buildings to be covered by the easement. Exhibit B contains the restoration/conservation program for the land and/or buildings under easement. This is an important section of the deed as it prioritizes restoration work and dictates what types of restoration are acceptable. Exhibit B differs in each deed since some structures require more restoration than others. In my next section, I will look at how the Mayfair House and Alden Park's deeds differ and whether or not these differences played any role in

each respective building's restoration. In general, Exhibit B begins with an Initial Restoration program that sets a timeline for certain necessary work to be performed on the building. Sometimes this section is tailored for each building to reflect a restoration plan that is already in effect.⁶⁰ Next, a Future Restoration program is set forth. In this section, future work on the building, such as changes to the facades, are allotted for. A Permitted Alterations section follows and indicates what types of changes can be made to the property, most requiring PHPC review. Finally, a Minimum Maintenance Program section dictates a schedule for the owner to perform annual inspections and maintenance work to the structures and/or land.

Exhibit C is a photo documentation section where each façade covered under the easement is photographed and its current condition is stated. This section provides a photo record of the condition of the building and/or land at the time of easement donation. In some cases, such as in the case of Alden Park, there is an Exhibit D, a fifth section to the deed. Exhibit D attached to the Alden Park deed presents Guidelines for Masonry Preservation due to the extensive use of masonry on the structures at Alden Park.

Variations in the deed language result in different time schedules for maintenance work and different guidelines for repairs and restoration. How important is the language in the deed? By looking at the deeds for the Mayfair House and Alden Park and examining their differences, I will explore whether the deeds played a role in the demise or success of each property.

⁶⁰ J. Randall Cotton, interview.

Mayfair House Deed of Façade Easement

The Deed of Façade Easement for the Mayfair House is dated December 16, 1981 and is between Mayfair House Apartments, a Pennsylvania Limited Partnership with Joyce E. Marks as General Partner, and PHPC.⁶¹ The Background section simply states that PHPC considers the Mayfair to represent a significant historical architectural style and therefore it accepts the façade easement. The Terms and Conditions section indicates that the owner granted PHPC a façade easement for the north, east, south and west facades of the building. Common language is used to describe the scope of the easement, the perpetuity clause and how to proceed if the property is destroyed.

In Exhibit B, the owner is given one year from the time of the deed's execution to perform initial restoration. The first topic under the Initial Restoration program is wood windows. While a broad statement indicating that the windows should be repaired and refurbished begins the section, what follows is a very specific description of where damaged windows are located on the building's façade and how those windows should be replaced, e.g., "At southernmost window on Lincoln Drive façade, remove louver which exists in lower sash and replace with 2 glass lights and muntin."⁶² With regard to refurbishing and painting, the owner is given one year to review the window conditions and submit a proposal for refurbishing and repainting frames and sash. The proposal, it is stated, should have a completion schedule that does not exceed three years. The deed language under the masonry repair portion is very specific as well. Wetting and discoloration under a single air conditioner are pointed out. In addition, a specific crack

⁶¹ Deed of Façade Easement, 16 December 1981, Preservation Alliance for Greater Philadelphia. 1.

⁶² *Ibid.*, 9.

in the retaining wall is noted. In the Future Restoration portion, permission to modify certain entrances is given. Finally, the Minimum Maintenance Program is set forth. Relatively broad categories- including brick and limestone masonry, terra cotta masonry, metal grilles, railings and fences and paint- are listed and their minimum maintenance is addressed. Each entry provides an inspection schedule as well as accepted methods of inspection and replacement of material.

The deed's Exhibit C consists of 18 pages divided into three sections- an overview and details of the building's four facades, one view of the structure's original appearance, and two pages of illustrated guidelines for possible future restoration. The photos in Exhibit C are quite specific-- individual windows and muntins are addressed. Because the Mayfair House is not too large of a structure, it was possible for the surveyors of the site to view the structure in detail.

Alden Park Deed of Façade and Open Space Easement

Signed on December 21, 1981, Alden Park's Deed of Façade and Open Space Easement is an agreement between Alden Limited, a Pennsylvania Limited Partnership by its General Partner, Alden Park Associates, Ltd. by its General Partner, Isard-Greenberg, Alden Limited Partnership with Murray Isard as General Partner, and PHPC.⁶³ PHPC accepted the easement, in part, because the property is "architecturally significant as a representative of the contemporary residential planning idea of a 'city of towers in a garden setting;' as an aesthetic accommodation between modern technology

⁶³ Deed of Façade and Open Space Easement, 21 December 1981, Preservation Alliance for Greater Philadelphia, 1, 8.

and traditional decoration; and as prominently-sited regional landmark.”⁶⁴ The easement donation consists of open space, the boundaries of which are designated in Exhibit A, and all facades of the Alden Park structures. More specific language, which I will address in the next section, is used to describe the scope of the easements, the rights if the property is destroyed and the owner’s insurance.

The Restoration Program in Exhibit B begins by stating that original documentation and drawings of Alden Park will be stored at the Athenaeum of Philadelphia within two years from the date of executed deed. The brick and cast stone masonry conditions, it is stated, must be investigated within 90 days and a proposal of wall preservation must be submitted to PHPC. A suitable proposal for work on the brick and cast stone masonry must be completed within two years and work shall commence no later than within the third year after the easement grant. In addition, an annual report must be submitted regarding the masonry status and that work that was conducted on the masonry each year. With regard to windows, a proposal must be submitted within two years after deed execution that outlines the status of the windows, a work schedule and plans for refurbishing and repainting the window sash and frames. The work on the windows must be completed within five years after deed execution. Other topics addressed in Exhibit B include plans for the stucco, the Cambridge Garage and metal doors. The grounds at Alden Park that are covered by the open space easement are discussed- the owner is given two years to review the condition of the landscape plants and five years to complete necessary work on the grounds. In addition, the vacant land

⁶⁴ Ibid., 1.

left by the deteriorated and later demolished Strawbridge residence, must be landscaped within two years after the date of deed execution. Future restoration at Alden Park is allowed in many areas throughout Alden Park- including the entrance canopy and rooftop construction- should the owner choose to restore certain original features of the buildings. Future alterations are discussed in Exhibit B and include guidelines for masonry openings, replacement windows and corridor doors. A section entitled “Restrictions On Use of Property” states multiple guidelines on new construction, signage, parking, subdivision and landscaping. Finally, the Minimum Maintenance Program addresses similar categories as in the Mayfair House deed. Brick and cast stone masonry, stucco, metal grilles and fences and paint are among the categories that are given an inspection schedule and a list of operations on what items to check for and how to repair or replace materials.

Due to the size of Alden Park, Exhibit C is lengthy, but not very specific in its written observations. Several renderings of the structures provide an overview of the building facades. Photographs of each façade orient the reader to the grounds and structures and make one aware of the magnitude of the site. Detail photographs show some of the masonry conditions, deteriorated joints and window conditions. In total, there are 97 pages of Exhibit C with one page dedicated to possible future restoration.

Guidelines for Masonry Preservation are included as Exhibit D to Alden Park’s deed. The condition of masonry walls is to be reviewed on an annual basis. Within one year after the deed execution, all buildings must have their masonry inspected. A detailed summary of how to inspect the masonry, how to prioritize repairs and what types of masonry samples to take follows in the exhibit. Finally, it is stated that in the years

following the masonry proposal that is submitted, the owner will begin repointing and repair on the structures in accordance with PHPC.⁶⁵

Comparison of Deeds

An examination of the variations in deed language for Mayfair House and Alden Park will reveal whether or not the differences had any effect on the restoration work that was completed at both sites. First, I will look at how each deed differed. The dates that the deeds were executed are two weeks apart. Robert Shusterman indicated that as PHPC acquired more façade easements, the language in each deed became more refined and detailed. Since the Mayfair House and Alden Park were earlier deeds, he stated, they might have lacked the detail that current deeds have.⁶⁶ In the body of the deed, the Alden Park language is far more detailed than that of the Mayfair House. The “Scope of Grantee’s Estate, Interest and Easement” section in the Alden Park deed covers not only the structures but the open space as well. In addition, the Alden Park deed has language that addresses future construction, alterations or remodeling and states that “such activity shall be carried out consistent with sound preservation practices, however, if use of the existing material is not economically feasible, alternate materials may be substituted.”⁶⁷ J. Randall Cotton, current Senior Vice President of the Preservation Alliance, indicated that sometimes deeds are written to take into account the owner’s current restoration plan.⁶⁸ Perhaps Murray Isard, the donor of Alden Park’s easement, required the

⁶⁵ Chapter V will show that when the deed for Alden Park was written, the source as well as the severity of the masonry problems at Alden Park were not understood.

⁶⁶ Robert Shusterman, interview.

⁶⁷ Deed of Façade and Open Space Easement, 3.

⁶⁸ J. Randall Cotton, interview.

flexibility to substitute certain materials due to cost concerns and added that language to the deed.

The “Rights of Grantee if Property Destroyed” section in the Alden Park deed is also more detailed than the same section in the Mayfair House deed. The Mayfair House deed simply states that if, after a natural disaster, the appearance of the building differs from the plans, photographs and specifications in the deed exhibits, then it shall be restored to match the exhibit appearance “to at least the total of the casualty insurance recovery.”⁶⁹ If completely destroyed, the owner of the Mayfair House can only erect a new structure that is consistent with the character of other architecture in its Germantown neighborhood. The Alden Park deed, however, states that if the property is partially destroyed, the owner shall restore the building to its appearance in the exhibits if “the insurance proceeds are in an amount equal to or more than 90% of the restoration cost or the remaining restoration cost does not exceed 3% of what the Fair Market Value of the Property and improvements would be if the restoration were made.”⁷⁰ The deed also has a similarly detailed clause describing obligations where the insurance proceeds are less than 90% of the restoration cost. If the building is entirely destroyed, the façade easement will be void, but the open space easement will remain. In addition, the owner is only allowed to rebuild historically sensitive structures “provided further that the Owner may increase by 10% the amount of the coverage for the new structures over that of the old structures.”⁷¹

⁶⁹ Deed of Façade Easement, 3.

⁷⁰ Deed of Façade and Open Space Easement, 4.

⁷¹ Ibid.

The section regarding owner's insurance is also more specific in the Alden Park deed. While the Mayfair House deed states simply that the owner must have insurance, Alden Park's deed specifies that the owner will present \$38,600,000 in coverage.⁷² Finally, the Alden Park deed has four additional sections that the Mayfair House deed does not include. These sections are as follows: "Estoppel Certificates," "Condemnation," "Demolition or Partial Demolition," and "No Third Party Beneficiaries." These sections are common to later PHPC easements. The estoppel section states that PHPC will provide, with written notice and when appropriate, a statement that the owner is or is not in compliance with the easement. The condemnation portion addresses the possibility that some or all of the property may be condemned and suggests a protocol that involves letting the easement be extinguished if the entire property is condemned but retaining the easement on the remaining facades and open space. The possibility of demolition or partial demolition of the property is discussed in detail, while the "No Third Party Beneficiaries" states simply that there will be no third party beneficiaries to the agreement. With regard to the body of the deeds, the language for Alden Park is more detailed and explores more possibilities, such as condemnation and demolition, than the Mayfair House deed.

Since Exhibit A is specific to each easement and the boundaries around the easement, I will not discuss the differences between the Mayfair House and Alden Park. Exhibit B, however, differs in many ways between the two properties. In one sense, the Alden Park deed is more detailed because its Exhibit B is longer and addresses more

⁷² Ibid., 6.

issues. I attribute this length to the fact that Alden Park is simply a larger complex consisting of several structures and open space. In addition, restoration was planned for Alden Park at the time the easement deed was written while, in contrast, there were no plans for such work at the Mayfair House when that deed was authored. The Mayfair House's Exhibit B, while shorter than that of Alden Park, is more detailed in language. These differences can be seen by doing a direct comparison on the language regarding windows and masonry in the "Initial Restoration" sections. The "Metal windows" portion of the Alden Park deed states that the owners shall, within two years, review the window conditions and complete repairs within five years. It is stated that such repairs should include replacing rusted muntins, repairing loose joints and anchors, reputting and repainting.⁷³ According to J. Randall Cotton, this language was left relatively vague because the easement anticipated detailed conditions surveys would be conducted by architects due to the pending restoration work on Alden Park.⁷⁴ In contrast, the "Wood Windows" section of the Mayfair House deed is very specific in its recommendations. While it is also stated that windows should be repaired and repainted, certain windows are pointed out. For example, the Mayfair House deed states: in the corner tower, "restore two 9/9 light windows in corner tower, Southeast façade. At west window, replace both sash to match existing originals."⁷⁵ The deed continues with explicit language that identifies individual windows instead of making broad recommendations like those of Alden Park. In Alden Park's "Brick and Cast Stone Masonry" section,

⁷³ Ibid., 19.

⁷⁴ J. Randall Cotton, interview.

⁷⁵ Deed of Façade Easement, 8.

proposals are required from the owner for restoration and a time schedule for investigations and completed work is mentioned. Guidelines for the work are established, such as stating that licensed engineers or registered architects must furnish annual reports.⁷⁶ J. Randall Cotton stated that since “massive restoration was anticipated, much of the detailed material normally in Exhibit B became the responsibility of the future project architects, i.e., their studies and recommendations in essence would become ‘supplements’ to Exhibit B.”⁷⁷ The “Miscellaneous Masonry Repairs” portion of the Mayfair House deed, however, specifically addresses wetness on the wall under an air conditioner and a crack in the stone retaining wall.

While the Mayfair House deed’s language is more specific in its references to portions of the building, the Alden Park deed has more sections within Exhibit B. Again, this is most likely due to the expansive nature of the Alden Park easement. The Alden Park deed asks the owner in almost every section to investigate a problem with the building and gives the owner a timeline of when reports are due and dates by which work must be completed. While the Mayfair House deed does state that work must be performed within one year under the “Initial Restoration” section, there is only one specific request for a report on condition of the wood windows. The Alden Park deed also has a section entitled “Restrictions on Use of Property” that the Mayfair House deed lacks. This section cites permitted uses for the existing buildings and new construction as well as sets limitations on subdivision, dumping and parking. In addition, guidelines for future construction are included for both structures and the landscape that is covered

⁷⁶ Deed of Façade and Open Space Easement, 18.

⁷⁷ J. Randall Cotton, interview.

under the easement. The “Minimum Maintenance Program” sections in both deeds are comparable- often this is “boilerplate” language and does not vary much from deed to deed.

I have now established that in language, the Mayfair House deed is more specific in its recommendations while the Alden Park deed, due to the size of the complex and to some uncertainty about how to best resolve some of its physical problems, is longer and covers some issues that the Mayfair House does not address. Did these differences affect, in any way, the work that was completed on each respective eased property? Robert Shusterman stated that the language in the Alden Park deed may be more vague because at the time of donation, PHPC was not sure how much money the owner was willing to put into the complex. Therefore, the wording is not as specific and gives the owner more room and flexibility for repairs. Shusterman states, however, that he feels the differences in the deeds had no affect whatsoever on what work was accomplished at each respective site.⁷⁸ J. Randall Cotton stated that because no major restoration was planned for the Mayfair House when the easement was accepted, the “Mayfair House’s Exhibit B needed to more specifically address the relatively isolated restoration and maintenance items, because unlike at Alden Park, no future architecture studies were scheduled.”⁷⁹ It could be argued, however, that work on the Mayfair House lapsed because the owners could not afford to make the specific repairs that the deed mandated. Perhaps the work on Alden Park was successfully completed because the deed’s language was sufficiently vague and provided the owner with enough flexibility and latitude to make repairs. By looking at

⁷⁸ Robert Shusterman, interview.

⁷⁹ J. Randall Cotton, interview.

the real estate histories of each property, it will become obvious that the clauses in the easement deeds in fact played no role in the ultimate success or demise of the buildings. Rather, the real estate climate and locations of the properties became decisive factors in what led up to the current state of the Mayfair House and Alden Park.

Chapter IV: The Mayfair House

In the next two chapters on the Mayfair House and Alden Park, I will explore the histories of each property. First, I will look at the pre-easement histories briefly to give a background on the architecture, location and historical significance of each property. Then, I will provide a more detailed sequence of real estate history after the donation of the easements to PHPC in 1981. This section will elaborate on the easement donation process, the expectations set forth in the easement deed, real estate transactions, violations, applicable correspondence and court proceedings. Finally, I will surmise as to why the properties are in their present states. I will look at what factors, in the history of each property, contributed to their continued success or current demolition.

Pre-Easement History of the Mayfair House

The Mayfair House, originally known as the Lincoln Drive Apartments, was designed by architects M. Henry Sugarman and Albert C. Berger and completed around 1925 to 1926.⁸⁰ The 16-story, 244-unit building is located on “an irregular corner site carved by the diagonal of Lincoln Drive through the grid of Cliveden and Johnson streets . . . which is so placed as to leave a large portion of the Lincoln Drive front open as a park.”⁸¹ Originally, public transportation lay close to the Mayfair House. An announcement of a bond issue for the Lincoln Drive Apartments in 1925 advertises the

⁸⁰ “National Register of Historic Places Inventory- Nomination Form--Mayfair House,” 25 November 1981.

⁸¹ Ibid.

location of the building as in “the heart of the exclusive residential section of Germantown, the property faces Fairmount Park and is separated from Lincoln Drive by approximately half an acre of Park land. Excellent transportation facilities are available.”⁸² Construction for the Mayfair House was initially opposed by residents of single-family homes in the area. In 1923, an ordinance granted the Fairmount Park Commission the authority to oversee construction of buildings within 200 feet of park boundaries. Finally, a permit for construction of the \$1.8 million building⁸³ was granted in 1925 “despite the anxiety and protests by near neighbors.”⁸⁴ Just three years after construction, the Mayfair House, originally owned by Harry B. Cahan,⁸⁵ was sold at sheriff’s sale. In fact, “ownership changed hands four times in its first five years, and several times after that, at least two other times at sheriff’s sale.”⁸⁶ After its initial snags in ownership, the Mayfair House experienced a true heyday with luxury apartments, a restaurant and stately affairs held in the Mayfair Room ballroom.⁸⁷

The architecture of the Mayfair House incorporates Georgian Revival and Regency Revival styles with Adamesque detailing. Sugarman and Berger, New York architects, designed the Mayfair House as an apartment building that offered a more conservative approach as an alternative to the Art Deco designs in New York City. The building is L-shaped and is 14-stories with two additional stories located in a tower on

⁸² “Bond Issue Announcement,” 2 March 1925, Preservation Alliance for Greater Philadelphia.

⁸³ The amount of \$1.8 million was stated in “Asset to liability: once-stately Mayfair House is coming down,” *Germantown Courier*, 24 November 1999, 2. In Harriet Chanda, “Area’s pride became its eyesore,” *Philadelphia Inquirer*, 19 September 1993, B2., it is stated that the Mayfair House was built for \$2.5 million.

⁸⁴ “Asset to liability: once-stately Mayfair House is coming down,” 1-2.

⁸⁵ “Bond Issue Announcement.”

⁸⁶ Chanda, “Area’s pride became its eyesore,” B2.

⁸⁷ *Ibid.*

the southeast side. The base of the building is dressed limestone with an ashlar veneer while limestone, molded stone and glazed terra cotta are used for architraves, pilasters, window treatments and additional detailing. The common bond laid brick comprises the bulk of the structure.⁸⁸ The Johnson Street entrance on the south façade “brings the regency motifs to a crescendo, with a handsomely detailed portal capped by a broken pediment, and framed by paired pilasters.”⁸⁹ The first two stories of the building boast “Corinthian pilasters that support an entablature. Each bay contains a generous round-headed Regency window with limestone impost and keystones.”⁹⁰ Ten floors of brick are capped by belt courses “setting the stage for an elaborate double attic story.”⁹¹ The upper levels of the structure are detailed with windows with “deep terra cotta frames, capped by lunettes. At each end, the subtly projecting corner pavilions are graced by paired pilasters framing units of four windows capped by giant broken pediments.”⁹² The building’s detailing focuses on flattened scroll designs, broken pediments and terra cotta urns. This type of Regency Revival detailing “was particularly attractive to 1920s architects because that style abstracted and flattened Georgian design . . . the Mayfair House is essentially intact to make apparent the affinity that the age felt with late-18th and early-19th century English style.”⁹³

While the architecture of the Mayfair House is significant, it is the building’s role in the theme of suburban apartment living that helped it get approved for listing on the

⁸⁸ Deed of Façade Easement, Exhibit C.

⁸⁹ “National Register of Historic Places Inventory- Nomination Form--Mayfair House,” 25 November 1981.

⁹⁰ Ibid.

⁹¹ Ibid.

⁹² Ibid.

⁹³ Ibid.

National Register. The National Register Nomination Form for the Mayfair House indicates that in the years following the First World War, people began to favor the idea of apartment living as an alternative to traditional, single-family row houses. Located in the park-like setting of Germantown, the Mayfair House offered a serene setting with the conveniences of apartment living. Sugarman and Berger placed the Mayfair House “near a major new auto artery . . . itself a revolutionary decision.”⁹⁴ In the National Register Nomination Form, the application for Alden Park is referenced. Similar to Alden Park, the Mayfair House became a symbol of the modern lifestyle. The Mayfair House “first merges the forces of tall building construction, suburban values, and the automobile.”⁹⁵ The “Mayfair offered expansive multi-room apartments, a dining salon overlooking Fairmount Park, and a full complementary service of housekeepers, maids, valets and butlers, with a two-bedroom apartment for as low as one hundred dollars.”⁹⁶ Large apartment complexes in garden settings and the use of the automobile became an alternative to single-family homes or urban city apartment high rises. The Mayfair House proved to be one of the firsts of these suburban apartments making it a significant contribution to the architecture and history of Philadelphia.

Post-Easement Real Estate History of the Mayfair House, 1981 to Present

First, it is important to understand the condition of the Mayfair House when PHPC acquired a façade easement on the property in 1981. An article in the *Philadelphia*

⁹⁴ Ibid.

⁹⁵ Ibid.

⁹⁶ Ibid.

Daily News dating from 1980 indicated that the Mayfair House's condition was deteriorating. In 1977, Section 8 housing was introduced to the Mayfair House. Part of the 1974 Housing Act, Section 8 provides rent subsidies to low income, elderly and handicapped persons. "Federal funds pay the difference between what a tenant can pay and the rent charged by the landlords who are accepted for the program."⁹⁷ In 1980, the Section 8 housing at the Mayfair House was meeting criticism that the program was only benefiting "slum landlords and big real estate developers."⁹⁸ Residents of the Mayfair House contended in 1980 that when Section 8 started, the level of maintenance in the building deteriorated. While the building's management denied the problem, residents as early as 1980 were complaining of trash pileups and interruptions in water flow.⁹⁹ By 1981, however, the owner of the Mayfair House, Joyce E. Marks, General Partner in Mayfair House Apartments, L.P., expressed an interest to PHPC in donating a façade easement on the property. A PHPC fact sheet prepared in September, 1981 states that "the Mayfair remains essentially intact," and recommends accepting a façade easement.¹⁰⁰ At the time of donation, Marks did not have any plans for rehabilitating the Mayfair House,¹⁰¹ though he did intend to take the easement tax deduction. Correspondence between PHPC and Marks states "you have until the time taxes are due next year, plus 6 months of extensions to get the building listed [on the National Register form] in order to claim the charitable deduction."¹⁰² When the Mayfair House's National

⁹⁷ Linn Washington, "Boon or Bust?" *Philadelphia Daily News*, 22 February 1980, 8.

⁹⁸ *Ibid.*

⁹⁹ *Ibid.*

¹⁰⁰ Marianna Thomas, "Mayfair House Fact Sheet," 16 September 1981, Preservation Alliance for Greater Philadelphia.

¹⁰¹ Robert Shusterman, interview.

¹⁰² Craig Blakely to J.E. Marks, 7 October 1981, Preservation Alliance for Greater Philadelphia.

Register application was turned down in November, 1981, PHPC appealed on behalf of Marks to the Executive Director of the Bureau for Historic Preservation, Brenda Barrett. The implication was that it was essential the tax advantages be available to the owners of the building or the façade easement would not be donated.¹⁰³ In December, 1981, Barrett indicated that “the Mayfair House appears to be eligible as an early Philadelphia example of the 1920’s and 30’s social movement from inner-city single family row houses to the multi-family park-like setting apartment buildings. The Mayfair is also marginally eligible as an intact example of a Georgian Revival monumental scale building.”¹⁰⁴ The Mayfair House was finally listed on the National Register in April of 1982 and the Deed of Façade Easement was recorded and complete by late January, 1982.¹⁰⁵ While the condition of the Mayfair House was being questioned by its residents in 1980, PHPC assessed the property as “intact” and, by 1982, the building was both on the National Register and J.E. Marks had successfully taken the easement tax deduction.

Until a fire in 1987, the mid-80s was a stable time for the Mayfair House. While Section 8 tenants remained in the building, no known violation notices were issued to the building until 1986. The lack of correspondence from PHPC regarding the Mayfair House from 1982 to 1986 indicates that times at the apartment building were uneventful. PHPC continued its annual easement inspections- complaints regarding the structure were minor. In 1983, some broken window sash and the need for window refurbishing and repainting were noted. The manager of the Mayfair House in 1983 conscientiously

¹⁰³ James Martin to Brenda Barrett, 16 November 1981, Preservation Alliance for Greater Philadelphia.

¹⁰⁴ Brenda Barrett to Mayfair House Apartments, L.P., 29 December 1981, Preservation Alliance for Greater Philadelphia.

¹⁰⁵ Susan Wilburn of PHPC to J.E. Marks, 1 February 1982, Preservation Alliance for Greater Philadelphia; *National Register of Historic Places 1966-1999: cumulative list through June 30, 1991*, 688.

replied to PHPC stating “as the manager of this building, I intend to familiarize myself with your specifications and then find the means necessary for compliance . . . required bids will be submitted as soon as possible.”¹⁰⁶ In late 1984, the Mayfair House was yet to comply with replacing some broken lights and submitting a proposal for wood window refurbishing and repainting.¹⁰⁷ Perhaps this deferment indicated that J.E. Marks intended to sell the building. J.E. Marks retained ownership of the Mayfair House until early 1986 when a letter dated January 20 noted that Mayfair Associates, L.P. with General Partner Ronald Caplan had recently become the owner.¹⁰⁸ PHPC contacted Caplan in March, 1986 stating that maintenance issues needed to be addressed.¹⁰⁹ By November, the easement inspection turned up several deferred repairs¹¹⁰ and by December, the Mayfair House had received at least three violation notices from Licenses and Inspections (“L&I”).¹¹¹ While J.E. Marks managed to maintain the status quo at the Mayfair House during the mid-80s, after the sale of the property to Ronald Caplan, the condition of the Mayfair House began to deteriorate.

The year 1987 began with a fire at the Mayfair House. On January 19, 1987 heating oil overflowed in the Mayfair House basement, ignited and sent smoke billowing

¹⁰⁶ Dorothy J. Kraft, Manager of the Mayfair House, to Michael Scholnick of PHPC, 28 April 1983, Preservation Alliance for Greater Philadelphia.

¹⁰⁷ A. Robert Jaeger of PHPC to J.E. Marks, 7 December 1984, Preservation Alliance for Greater Philadelphia.

¹⁰⁸ Bill Blades, Internal Memo at PHPC, 20 January 1986, Preservation Alliance for Greater Philadelphia.

¹⁰⁹ Donna Ann Harris of PHPC to Ronald Caplan, 27 March 1986, Preservation Alliance for Greater Philadelphia.

¹¹⁰ Donna Ann Harris to Ronald Caplan, 17 November 1986, Preservation Alliance for Greater Philadelphia.

¹¹¹ City of Philadelphia, Department of Licenses and Inspections, *Violation Notices*, 7 April 1986, 13 May 1986, 1 December 1986, Philadelphia Historical Commission.

into apartments. Though more than 60 people were evacuated, no one was injured.¹¹² As the year progressed, the building's condition worsened. Violation notices from L&I flooded in to the Mayfair House's management company, Philadelphia Management Company. Between January and June, 1987, "personnel from the city's Department of Licenses and Inspections visited the building almost on a weekly basis"¹¹³ resulting in at least six notices that were sent to the management with violations such as leaking sewage, not providing a continuous flow of heat or enough fire extinguishers.¹¹⁴ Problems such as missing toilet seats and an inadequate water supply were listed as violations as well.¹¹⁵ Though PHPC did eventually become aware of these notices, it was not notified at first since the easement only affected the exterior of the building.¹¹⁶

In May of 1987, the *Philadelphia Daily News* published an article on the Mayfair House entitled "A Fallen Beauty, Mayfair House A Vision of Decline." The article stated that in November, 1985, a tenants' council was formed at the Mayfair House to assert the rights of the renters. According to the article, members this renters rights group, the Tenants' Action Group of Philadelphia, compiled a list of repairs needed on the Mayfair House and presented them to the "unresponsive" owners of the building. Complaints included "raw sewage in the basement, fire code violations, no heat, no hot water, filthy hallways, peeling paint, broken elevators, broken fire alarms, water on the floor in the

¹¹² "Unhappy But Safe," *Philadelphia Daily News*, 19 January 1987, n.p.; "All Safe," *Philadelphia Daily News*, 20 January 1987, n.p.

¹¹³ Joanne Sills and Cynthia Burton, "A Fallen Beauty, Mayfair House a Vision of Decline," *Philadelphia Daily News*, 19 May 1987, 9.

¹¹⁴ City of Philadelphia, Department of Licenses and Inspections, *Violation Notices*, 13 January 1987, 13 January 1987, 4 February 1987, 27 February 1987, 17 April 1987, 1 June 1987, Philadelphia Historical Commission.

¹¹⁵ City of Philadelphia, Department of Licenses and Inspections, *Violation Notice*, 13 January 1987, Philadelphia Historical Commission.

¹¹⁶ Robert Shusterman, interview.

laundry room, faulty elevators and locked fire exits.”¹¹⁷ Residents living at the Mayfair House under Section 8 stated that the condition of the Mayfair House worsened around 1984 and that they would not continue to tolerate “the poor standards of living there and the fear of being trapped in the building” in case of fire.¹¹⁸ On May 1, 1988, another fire raged in the Mayfair House, this time injuring five people.¹¹⁹

While L&I violation notices continued to be sent to Philadelphia Management Company throughout 1987 and into 1988, PHPC took little action to defend the easement. Robert Shusterman stated that PHPC did not take aggressive action against Ronald Caplan because the real estate market was down in part due to a nationwide recession, and everyone, especially developers, was experiencing hard economic times. In addition, the violation notices were mainly interior complaints and PHPC only had legal rights regarding the exterior problems.¹²⁰ PHPC, however, was continuing its annual inspections at this time and continued to send easement inspection reports. Correspondence between PHPC and Ronald Caplan as well as architects in the later months of 1988 indicate that PHPC was making an effort to enforce the easement. In November, 1988, PHPC’s Donna Ann Harris wrote to Ronald Caplan “we must insist that you present to us a definitive program to bring this building into compliance this year.”¹²¹ Bill Blades, former Executive Vice President of PHPC, stated that the traditional way of defending an easement was to build a ‘paper trail’ noting PHPC’s efforts to enforce its easement and then bring legal action against the easement property.

¹¹⁷ Sills and Burton, “A Fallen Beauty, Mayfair House a Vision of Decline,” 9.

¹¹⁸ Ibid.

¹¹⁹ “5 Injured in Apartment Blaze, Fire Officials Blame Smoking,” *Philadelphia Inquirer*, 2 May 1988, B2.

¹²⁰ Interview with Robert Shusterman.

¹²¹ Donna Ann Harris to Ronald Caplan, 4 November 1988, Preservation Alliance for Greater Philadelphia.

With the market in recession, however, he stated that PHPC knew it would not make any progress with legal action.¹²² While PHPC did make some efforts to enforce its easement, problems at the Mayfair House grew increasingly out of control. Often, PHPC was not given updated information on the building's ownership. On November 8, 1988, PHPC received word that Ronald Caplan had sold the building to Mayfair Renaissance with General Partner Mayfair Housing Realty Corp., David Schick as President.¹²³ An L&I violation notice dated June 16, 1988, however, was reissued to Mayfair Renaissance, c/o Avid Management Corp. and in September, 1988, two building permits were issued to Mayfair Renaissance to work on the roof and to install new doors.¹²⁴ These dates prove that PHPC was often ignored and not given updated sale information. Robert Shusterman stated that PHPC never knew exactly when Mayfair Renaissance acquired the property. He remembers PHPC discovering the information through the violation notices-inexcusable since PHPC was had a partial interest in the Mayfair House.¹²⁵ Considering the decline of the real estate market and the lack of information that PHPC received regarding both the status and ownership of the Mayfair House, I must conclude that it made reasonable efforts to defend the easement at this time.

The new owners of the Mayfair House, Mayfair Renaissance, were developers from New York City. With the declining real estate market in the late 1980s, New York investors bought a fair amount of real estate in Philadelphia. According to Richard Tyler,

¹²² Bill Blades, telephone conversation with author, 21 February 2000.

¹²³ Annette Billups of Philadelphia Management Corporation to Donna Ann Harris, 8 November 1988, Preservation Alliance for Greater Philadelphia.

¹²⁴ City of Philadelphia, Department of Licenses and Inspections, *Violation Notice*, 16 June 1988, Philadelphia Historical Commission; City of Philadelphia, *Building Permits*, 7 September 1988, 21 September 1988, Philadelphia Historical Commission.

¹²⁵ Robert Shusterman, interview.

Chairman of the Philadelphia Historical Commission, the prices of Philadelphia buildings were far less than those in New York and the developers rarely had the intention to rehabilitate the properties. Instead, they were looking to “flip” the building—that is, sell the building quickly for profit instead of rehabilitating it and owning it long term. By Philadelphia standards, however, the price paid for the Mayfair House was rather inflated. As the market continued to decline, the New York investors were no longer able to rehabilitate or maintain the Mayfair House. They had invested, but had never thought “about the next part of the equation.”¹²⁶ Mayfair Renaissance’s initial plan for the Mayfair House was to move some tenants out of the building and rehabilitate the building “into an upscale apartment complex.”¹²⁷ This plan not only failed, but resulted in complete abandonment of the Mayfair House.

On January 18, 1989, L&I issued an order to vacate the Mayfair House until fire code violations were corrected.¹²⁸ On January 19, 1989, 90 residents of the Mayfair House were evacuated from the building due to the lack of water running water above the fifth floor.¹²⁹ The tenants who were evicted, most of them elderly and part of the Section 8 program, were relocated to local hotels, family centers or old-age homes by the City. The Philadelphia Housing Authority, in an effort to protect the 30 or 40 tenants evicted who participated in the Section 8 program, indicated they would not allow “tenants who participate in the program to return to Mayfair, even if water is restored quickly . . . the

¹²⁶ Richard Tyler, interview by author, 1 March 2000.

¹²⁷ Beth Gillin and Murray Dubin, “Apartments Told to Fix Violations and Post Guard,” *Philadelphia Inquirer*, 21 January 1989, B3.

¹²⁸ Valeria M. Russ, “Waterless Tenants Evacuated, L&I Order Forces Out 90 Apartment Residents in Mount Airy,” *Philadelphia Daily News*, 20 January 1989, 6.

¹²⁹ *Ibid*; Beth Gillin, “Tenants are Removed from ‘Unfit’ High-Rise,” *Philadelphia Inquirer*, 20 January 1989, B7.

agency has been trying to move tenants out of the Mayfair House over the past year or so because of poor conditions there.”¹³⁰ Nasr Ahmed of Mayfair Renaissance indicated that two of the building’s water pumps had stopped working a few days earlier and stated that new ones would be installed immediately. L&I replied that they would lift the Order when water service is restored to the structure.¹³¹ On January 20, Common Pleas Court Judge Samuel Lehrer ordered the Mayfair Renaissance to not only repair the water and heating systems, but to provide a 24-hour security force to prevent people from re-entering the structure.¹³²

Almost immediately, residents of the Mayfair House began to complain that perhaps the owners let the building deteriorate on purpose because they wanted the tenants to move out.¹³³ Allegations by tenants included the belief that “the landlord created unsafe conditions in the apartment house deliberately, to force the city to move the current tenants out while the landlord renovates the Mayfair House into upscale apartments.”¹³⁴ On behalf of many evicted residents, Community Legal Services Inc. filed a lawsuit against Mayfair Renaissance to recover damages. The tenants believed that the landlords used the lack of heat and water as a tool, violating the Landlord and Tenant Act, to evict remaining residents so that rehabilitation could be completed.¹³⁵ One resident involved in the lawsuit stated that they did not want “the landlord to get

¹³⁰ Valeria M. Russ, “Judge Tells Apt. Owners: Fix Plumbing, Secure Building,” *Philadelphia Daily News* 21 January 1989, 9.

¹³¹ Russ, “Waterless Tenants Evacuated, L&I Order Forces Out 90 Apartment Residents in Mount Airy,” 6.

¹³² Gillin and Dubin, “Apartments Told to Fix Violations and Post Guard,” B3; Russ, “Judge Tells Apt. Owners: Fix Plumbing, Secure Building,” 9.

¹³³ Gillin and Dubin, “Apartments Told to Fix Violations and Post Guard,” B3.

¹³⁴ Beth Gillin, “Suddenly Uprooted, Tenants Fight,” *Philadelphia Inquirer*, 3 February 1989, B1.

¹³⁵ Cynthia Burton, “Heatless, Waterless Tenants Say Message Is: Stay Out!” *Philadelphia Daily News*, 3 February 1989, 8; Beth Gillin, “Lawyers, Judge Find No Quick Settlement Over Mayfair House,” *Philadelphia Inquirer*, 4 February 1989, B3.

away with putting all these people out . . .if they wanted to put us out all along, then they didn't do it by legal means. They got the city to evict us. And I don't want them to get away with this in the name of rehabbing the building for high-income people."¹³⁶

Residents also contended that during the summer of 1988, motorcycle gangs wearing "Pagan" T-shirts, and associated with the building's owners, intimidated tenants and may have even been responsible for the swastikas and profanity written on apartment walls.¹³⁷

The tenants were ultimately awarded \$20,000.¹³⁸ In addition, the City of Philadelphia brought suit against Mayfair Renaissance in an effort to reclaim the costs of relocating the building's tenants- costs that totaled as high as \$27,700 during the first two weeks.¹³⁹

David Schick, President of the General Partner in Mayfair Renaissance, accused the City of evicting the tenants to make headlines. Due to an unfavorable Grand Jury report that criticized L&I's previous enforcements, Schick believed that L&I was using the Mayfair House as an example to prove itself. Schick also denied that the motorcycle gangs were associated with the owners- he stated that they were construction workers who had since been fired. According to Schick in February, 1989, Mayfair Renaissance had already spent \$1 million in renovations and planned to take another six months and invest an additional \$1.5 million in the apartments. He also refuted the claim that Mayfair Renaissance's plan was to create luxury apartments- he stated that rents would only increase about \$100 per month after renovations and that the owners would pay the

¹³⁶ Gillin, "Suddenly Uprooted, Tenants Fight," B1.

¹³⁷ Burton, "Heatless, Waterless Tenants Say Message Is: Stay Out!" 8.

¹³⁸ Chanda, "Area's pride became its eyesore," B2.

¹³⁹ Burton, "Heatless, Waterless Tenants Say Message Is: Stay Out!" 8.

moving costs of the displaced tenants.¹⁴⁰ Although Judge Lehrer reissued his Order for a security force, by late February, 1989, burglaries were beginning to take place at the abandoned Mayfair House.¹⁴¹

No one anticipated that tenants would never be allowed to return to the Mayfair House and that January 19, 1989 would be the last day anyone legally lived in the building. An editorial in the *Philadelphia Daily News* faulted both the owners of the Mayfair House and L&I for the evicted status of the building.

[T]he Mayfair House situation is certainly reminiscent of the kind of tactics once used in New York and New Jersey to convert apartments into mega-moneymakers for owners who didn't care what happened to existing tenants. L&I needs to take a serious look at work being done at the Mayfair House, and to demand a feasible timetable for completion. It's important to note that the city isn't really the good guy in all this. L&I incompetence allowed building violations to reach the point that made it necessary for people to be put out of their homes.¹⁴²

J. Randall Cotton and Bill Blades believe that no one "had a clue" tenants would never return to the Mayfair House.¹⁴³ Cotton guesses that maybe the owner did intend to force the tenants out purposely and was glad that L&I took the responsibility. In a way, both L&I and the owners benefited from the eviction. The owners got their vacant building to work on, and L&I got positive press for saving the tenants from an unfit building. Robert Shusterman agreed that no one suspected that the building would stay empty after 1989.

¹⁴⁰ Cynthia Burton, "Mayfair Owner Blasts L&I For Shutdown," *Philadelphia Daily News*, 4 February 1989, 4; "Adding Injury to Injury, Tenants in Distress," *Philadelphia Daily News*, 22 February 1989, 27.

¹⁴¹ Kathy Brennan and Cynthia Burton, "Thieves Hit Evacuated Apartment House," *Philadelphia Daily News*, 20 February 1989, 13.

¹⁴² "Adding Injury to Injury, Tenants in Distress," 27.

¹⁴³ J. Randall Cotton, interview; Bill Blades, telephone conversation.

He thought that it would be the usual trend- that being that the “owner loses equity, mortgagee takes a hit and then rebuilds.”¹⁴⁴ When the market continued to falter and Mayfair Renaissance ran out of money, however, their mortgagee was unable to rebuild.

After the eviction of the final Mayfair House tenants, Mayfair Renaissance went bankrupt. Efforts began to focus on keeping the building sealed both for the safety of the neighbors and for maintenance of the structure. A number of contractors who had been hired by Mayfair Renaissance to complete restoration work were never paid, and many sued to recover lost damages. Among the lawsuits were a civil action brought by Upasal Lumber & Millwork Co., Inc. for \$10,786.51 and a civil action brought by Scannapieco Plumbing, Inc., who recovered \$20,185.42.¹⁴⁵ In addition, “the owners had problems with a New Jersey construction company over \$1 million in proposed renovations” which left the owners “financially ruined.”¹⁴⁶

In 1990, PHPC contacted both David Schick and Michael Bersin of Mayfair Renaissance several times to address the issue of sealing the building. PHPC noted that water was entering the building and that “the first floor windows may have had their architecturally significant wood frames and sash removed which is in clear violation of the easement document.”¹⁴⁷ PHPC began a ‘paper trail’ by writing to Mayfair Renaissance and demanding a timeline for sealing and threatening to contact its attorney

¹⁴⁴ Robert Shusterman, interview.

¹⁴⁵ *Upasal Lumber & Millwork Co., Inc. v. Mayfair Renaissance Associates*, Civil Action 1639, June Term, Preservation Alliance for Greater Philadelphia; *Scannapieco Plumbing, Inc. v. Mayfair Renaissance Associates*, Civil Action 6826, April Term, Preservation Alliance for Greater Philadelphia.

¹⁴⁶ Chanda, “Area’s pride became its eyesore,” B2.

¹⁴⁷ Donna Ann Harris to Gary P. Lightman, 4 January 1990, Preservation Alliance for Greater Philadelphia.

if no response was made. In May, 1990, Michael Bersin responded to Bill Blades at PHPC and stated that in the next 45 to 90 days he would be in a position to inform him “as to which direction the Mayfair House will take.” He stated that he would address the sealing issue with his partners in the near future.¹⁴⁸ In an effort to curtail this neglect, Blades responded that the Mayfair House could take one of four directions: conversion to market rate rentals, care for the elderly, mixed use or sell the property. He also strongly demanded that a detailed plan must be submitted in 60 days.¹⁴⁹ By November, 1990, however, PHPC was yet to hear from Mayfair Renaissance.¹⁵⁰ Finally, the owners did manage to secure the building for the winter, sealing over 100 windows with cement blocks. PHPC contended that this sealing violated the easement deed since original wood sash and frames were removed and destroyed. Since PHPC discovered that the City had mandated the sealing method, no legal action was taken. Instead, attorney Robert Shusterman advised PHPC to keep up with outstanding L&I violations and consider filing a *lis pendens*- a claim involving ownership on land that gets indexed and prevents a further sale by tying up development and lending.¹⁵¹ A Notice of Sheriff’s Sale for the Mayfair House was first issued in March of 1991 stating that a sale would take place in October.¹⁵² The mortgagee had foreclosed on the mortgage due to the owner’s failure to repay \$5.7 million in loans and forced a sale.¹⁵³ The sale was rescheduled for December

¹⁴⁸ Michael W. Bersin to Bill Blades, 7 May 1990, Preservation Alliance for Greater Philadelphia.

¹⁴⁹ Bill Blades to Michael W. Bersin, 10 May 1990, Preservation Alliance for Greater Philadelphia.

¹⁵⁰ Donna Ann Harris to Michael W. Bersin, 2 November 1990, Preservation Alliance for Greater Philadelphia.

¹⁵¹ Robert Shusterman to Donna Ann Harris, 22 January 1991, Preservation Alliance for Greater Philadelphia.

¹⁵² Notice of Sheriff’s Sale of Property, March Term 1991, No. 5148, Philadelphia Court of Common Pleas, Preservation Alliance for Greater Philadelphia.

¹⁵³ Paul Maryniak, “A site for very sore eyes,” *Philadelphia Daily News*, 10 December 1993, 8.

and, by a deed dated February 17, 1992,¹⁵⁴ the mortgagee Arnav took title to the Mayfair House for \$2.8 million¹⁵⁵ to protect its investment.

Instead of being an ordinary mortgage company, the sort of company that often steps in after foreclosure and is able to revive a building, Arnav was a New York-based pension and profit sharing plan. Robert Shusterman indicated that one report he saw indicated that the Mayfair House was worth 40% of Arnav's total assets. Having this amount tied up in a single real estate investment is not allowed for a pension and profit sharing plan- after all, people are relying on the plan for their pension money. Shusterman remembers that when Mayfair Renaissance asked Arnav for a second mortgage, problems arose. The first mortgage was about to foreclose, so then- Philadelphia Mayor Wilson Goode convinced Arnav that if they paid off the first mortgage, another company would buy out Arnav's interest in the Mayfair House. Therefore, Arnav invested more money in the Mayfair House; however, its interests were never bought out.¹⁵⁶ At this time, Shusterman added, PHPC could not take legal action. Arnav did not have much money and if PHPC had sued, Arnav would have filed for bankruptcy and workers' pensions could have been lost.¹⁵⁷ After Arnav took title to the Mayfair House, it paid \$184,000 in back real estate taxes and an additional \$86,000 or so in 1993 real estate taxes.¹⁵⁸ Arnav was a reluctant owner of the Mayfair House. It had become clear that it had no plans for rehabilitating the building, so efforts once again focused on sealing the building.

¹⁵⁴ Deed Book VCS #36 (Philadelphia City Hall), 539.

¹⁵⁵ Chanda, "Area's pride became it's eyesore," B2.

¹⁵⁶ Robert Shusterman, interview; Joel Sweet, telephone conversation with author, 14 March 2000.

¹⁵⁷ Robert Shusterman, interview.

¹⁵⁸ Chanda, "Area's pride became it's eyesore," B2.

Beginning in January, 1993, L&I ordered Arnav to rehabilitate or demolish the Mayfair House. While this order was delayed “because such an order can make it even harder to market the building,”¹⁵⁹ by November, 1993, L&I was reiterating its intent to demolish the Mayfair House. Despite the *lis pendens* PHPC filed to support its easement in September, 1993,¹⁶⁰ at an administrative hearing on November 3, 1993, PHPC discovered that Bennett Levin, Commissioner of L&I, wanted to declare the structure imminently dangerous. Levin, however, did state at the hearing that L&I would delay demolition if certain conditions were met by Arnav. Among these demands were to seal the lower floor of the building with masonry and to plywood and stucco seal upper windows to the fourth floor, close off the fire escapes, remove sash and glass from windows, pay owed real estate taxes in the amount of \$342,832.67, and present a new timeline for work that either suggested use for the building or allowed demolition.¹⁶¹ A new hearing date in front of the L&I Board of Review was set for December 14, 1993 at which Arnav planned to prevent the building from being declared a public nuisance. During November, 1993, Shusterman made an effort to assert PHPC’s interest in the building and advised those involved that PHPC intended to “take such action as is required to force the owner to cure the defaults under the Deed of Façade Easement and to keep the City from demolishing this historic building.”¹⁶² Bennett Levin was intolerant of Shusterman’s easement defense and wrote to him

[I]f your client owns the façade easement, then maybe he should consider maintaining that easement to the point where it is not a blight and a threat to the

¹⁵⁹ Ibid.

¹⁶⁰ Bill Blades to Bennett Levin, 27 September 1993, Preservation Alliance for Greater Philadelphia.

¹⁶¹ Minutes of Administrative Hearing, 3 November 1993, Preservation Alliance for Greater Philadelphia.

¹⁶² Robert Shusterman to Marvin Garfinkel, 17 November 1993, Preservation Alliance for Greater Philadelphia.

safety, security, and welfare of its immediate environs. At the present time, the façade to which your client claims an interest, is decaying and parts of it are falling on to the ground and adjacent properties due to the neglect that it has experienced . . . no one is showing one scintilla of good faith in either securing the building or making an attempt to bring the building back onto the market as a viable element in a very stable community . . . Historic preservation cannot be used as an excuse to destroy neighborhoods and diminish the investment of working class citizens in maintaining housing stock in the City. What started as a tax advantage scheme for a private developer can no longer be used to thwart the general public interest in our neighborhoods. Preservation has to be responsible and ongoing and cannot be used as an excuse to allow blight to infest stable neighborhoods.¹⁶³

In an effort to comply with L&I's demands at the administrative hearing, Arnav continued to seal the Mayfair House before the December L&I Board of Review meeting. Before the meeting, Arnav filed a Petition to Intervene and, at the L&I Board of Review meeting on December 17, 1993, the City agreed to halt demolition contingent upon the fact that the plan for work presented at the meeting be completed within 60 days. Despite an agreement between Arnav and the City, PHPC was not happy with the plan for sealing the building. Shusterman argued on PHPC's behalf that certain key preservation issues were not considered and that PHPC was not consulted on its input for the sealing plan. PHPC wrote to Arnav's attorney arguing that its lack of a preservation consultant on staff and its neglect to document any original fabric that was altered would compromise its qualifications for any future tax credit. "The potential for doing a Tax Act Rehabilitation is one of the major attributes of the property in terms of attracting investors and developers . . . PHPC's goal is to get Mayfair House properly restored. Preserving the tax credit potential is essential."¹⁶⁴

¹⁶³ Bennett Levin to Robert Shusterman, 24 November 1993, Preservation Alliance for Greater Philadelphia.

¹⁶⁴ Robert Shusterman to Carl Primavera, 30 December 1993, Preservation Alliance for Greater Philadelphia.

Despite Arnav's contention that it made every effort to save the Mayfair House and properly seal the building, PHPC filed a Complaint in Equity against Arnav but chose not to litigate. PHPC considered suing Arnav due to its "failure to complete the restoration work and the failure to close the property to protect the interior from the elements constitutes demolition by neglect."¹⁶⁵ PHPC's Bill Blades informed Arnav and Tantala Associates, who developed the sealing plans for Arnav, that their plans for sealing the building, in particular the windows, were not acceptable. "For the record I find the plans a tragedy . . . we believe that the current plans will cause the property undue financial hardship for any future developer."¹⁶⁶ By April, 1994, Arnav was yet to complete the work mandated by the December 17 L&I Review Board meeting. Accordingly, Bennett Levin renewed his threats of demolition in a letter to Arnav on April 15, 1994.¹⁶⁷ Despite Arnav's claim to PHPC that it would commence construction by the end of April, L&I stated that it would begin taking demolition bids in May.¹⁶⁸

The neighbors who lived in the single-family homes surrounding the Mayfair House supported L&I's plans for demolition, primarily because the property values around the Mayfair House had plummeted after the building was evacuated in 1989. "Nearby houses are for sale at prices as much as \$100,000 lower than homes of comparable size and condition a few blocks away because the Mayfair House is so unattractive."¹⁶⁹ Mayfair House neighbor Fred Dedrick contended that some families

¹⁶⁵ *Equity 1 1993 Complaint*, n.d., Preservation Alliance for Greater Philadelphia.

¹⁶⁶ Bill Blades to Tantala Associates, 6 January 1994, Preservation Alliance for Greater Philadelphia.

¹⁶⁷ Bennett Levin to Arnav Industries, 15 April 1994, Preservation Alliance for Greater Philadelphia.

¹⁶⁸ Carl Primavera to Robert Shusterman, 22 April 1994, Preservation Alliance for Greater Philadelphia; Paul Maryniak, "Patience is chipping away," *Philadelphia Daily News*, 17 May 1994, 8.

¹⁶⁹ Maryniak, "Patience is chipping away," 8

moved due to the loss of property value in the area.¹⁷⁰ By 1994, the neighbors had long given up hope that the Mayfair House could be revived. In June of 1994, the Mayfair House Coalition, a neighborhood organization headed by neighbor/spokesman Fred Dedrick expressed its concerns in a letter that was circulated to Arnav, its lenders, PHPC, the City et al. Since February of 1989, the letter stated, the Mayfair House Coalition has dealt with serious vandalism, repeated break-ins and the scavenging of building contents. In September, 1993, 100-pound radiators were thrown from upper level windows not only threatening to kill any passerby, but lodging themselves firmly in the backyard ground of neighbors. In addition, full paint cans were thrown out of the 10th floor windows smearing the street and cars while also posing a threat to citizens on the street. Pipes and fixtures as well as lead paint chips were thrown or blown out of the building's open windows. The sounds of doors opening and slamming shut by the wind kept neighbors awake at night. Burglaries and car thefts in the area became rampant and crack vials and condoms were found near the building and in the yards of neighbors. The neighbors argued that Arnav did not comply with the sealing plan established at the December, 1993 meeting- the upper floors of the building were left unsealed. Since no one in five years, the Mayfair House Coalition stated, has had a reasonable plan for rehabilitation and Arnav has neglected to seal the building properly or pay all of its taxes, demolition is the best option. "Fixing the Mayfair doesn't make economic sense. Public subsidies are in short supply, tax loopholes have been closed, and, with a wonderful alternative, Alden Park, only a mile away, the market for this building does not exist." If

¹⁷⁰ Fred Dedrick, telephone conversation with author, 17 March 2000.

the building is not demolished, all PHPC will be saving is “some interesting concrete, a dangerous blight, and a threat to the safety of our children.”¹⁷¹ In August of 1994, ten homeowners in the neighborhood filed a suit in U.S. District Court against Arnav to place blame for the condition of the building and the threat it posed to the neighbors.¹⁷² The case was settled and the Mayfair House Coalition was awarded (and collected) \$175,000 which its members used to pay legal fees and then split the difference among themselves.¹⁷³

PHPC did not contest the neighbors’ problems with the Mayfair House. Clearly having burglaries, vagrants and lead paint brought into the neighborhood was not being defended. Rather, PHPC and Arnav’s objection to L&I’s quest for demolition lay in L&I’s failure to receive a proper permit, through the Philadelphia Historical Commission, for demolition. The neighbors, however, felt strongly that PHPC never acted on their behalf. Fred Dedrick indicated that no one in the preservation field “ever raised one voice for the neighbors. No ‘how can we help you?’ They never came to us.”¹⁷⁴ Dedrick felt that PHPC’s only interest was not tearing down the Mayfair House. He stated that PHPC delayed some of the sealing of the building because some of the original concrete was not being saved. “To me,” Dedrick added, “they care more about concrete than the quality of the neighborhood.”¹⁷⁵ Joel Sweet, another neighbor of the Mayfair House, stated that the members of the Mayfair House Coalition held a variety of

¹⁷¹ Mayfair House Coalition (Fred Dedrick, Larry Goldfarb, Joel Sweet) to James D. Brett, 22 June 1994, Preservation Alliance for Greater Philadelphia.

¹⁷² Vernon Loeb, “Judge gives building a reprieve,” *Philadelphia Inquirer*, 20 August 1994, B2.

¹⁷³ Joel Sweet, telephone conversation.

¹⁷⁴ Fred Dedrick, telephone conversation.

¹⁷⁵ Ibid.

opinions on PHPC. Some members, Sweet stated, felt strongly that the building should be saved and that PHPC was only defending its interests. In the end, however, PHPC lost credibility because it only talked about defending the easement and never about the concerns of the neighborhood. Though some members of the Mayfair House Coalition were in favor of renovation plans for the Mayfair House, Sweet stated that they could never unite and gain consensus on any single restoration plan. Therefore, the only consensus that the neighbors could reach was for demolition of the structure.¹⁷⁶

In July of 1994, L&I sought bids to demolish the Mayfair House.¹⁷⁷ The one problem was that Bennett Levin showed no interest in going through the Philadelphia Historical Commission to receive a demolition permit. According to the 1985 Preservation Ordinance, Section 14-2007 of the Philadelphia Code, applications for demolition permits on historic buildings¹⁷⁸ must first be reviewed by the Philadelphia Historical Commission. In order for the Philadelphia Historical Commission to approve a demolition permit, the applicant must demonstrate that the demolition is necessary in the public interest or financial hardship must be proved. In extreme cases, a building that is an immediate threat to the safety of others can be declared imminently dangerous. According to Richard Tyler, reasons of public interest have yet to be used to issue a demolition permit.¹⁷⁹ In addition, the Mayfair House was not an immediate threat since the building was structurally sound. Therefore, in order to receive a demolition permit,

¹⁷⁶ Joel Sweet, telephone conversation.

¹⁷⁷ Bennett Levin to Carl Primavera, 30 July 1994, Preservation Alliance for Greater Philadelphia.

¹⁷⁸ The Ordinance states that a Historic Building is a "building or complex of buildings and site which is designated pursuant to this section or listed by the Commission under the prior historic buildings ordinance approved December 7, 1955, as amended." The Mayfair House, certified by the City under the prior Ordinance, qualifies as a Historic Building.

¹⁷⁹ Richard Tyler, interview.

L&I would have to prove a case of financial hardship. This is proven such that “the owner must demonstrate that the sale of the property is impracticable, that commercial rental cannot provide a reasonable rate of return and that other potential uses of the property are foreclosed.”¹⁸⁰ Bennett Levin’s desire to bypass the Philadelphia Historical Commission set off a debate as to whether the Preservation Ordinance procedures applied to L&I actions. On August 19, 1994, Richard Tyler requested an opinion from the Law Department of the City of Philadelphia “on the relationship between the Commission and the Department of Licenses and Inspections in the permitting process . . . In particular, the question had arisen whether the Department of Licenses and Inspections (“L&I”) could order the demolition of the Mayfair House without first seeking the review and approval of the Philadelphia Historical Commission pursuant to the Historic Preservation Ordinance.”¹⁸¹ After a court proceeding, however, L&I agreed to withdraw its intention to demolish the Mayfair House and therefore the opinion was never written- the question was declared moot. While the Acting City Solicitor would never write a specific opinion with respect to the Mayfair House, a protocol between L&I and the Philadelphia Historical Commission was later developed for future situations in which L&I’s actions could affect historic buildings.¹⁸²

At the same time Bennett Levin was pursuing demolition and Richard Tyler was requesting that an opinion be written, Arnav filed a Petition for a Temporary Restraining Order in court to stop L&I’s demolition. On August 18, 1994, Common Pleas Court

¹⁸⁰ Philadelphia, P.A., *Ordinance, Philadelphia Code*, (1 April 1985), sec. 14-2007 (7)(j).

¹⁸¹ Joseph A. Dworetzky, Acting City Solicitor, to Richard Tyler, 28 September 1994, Preservation Alliance for Greater Philadelphia.

¹⁸² Richard Tyler, interview.

Judge Russell M. Nigro met with Arnav and Bennett Levin where Levin declared he would “agree to delay his department’s pending demolition order only if the building’s owner agreed to 24-hour security and other measures at the site to protect frustrated neighbors from further blight.”¹⁸³ Arnav’s restraining order was filed not because Arnav had an interest in preservation and desired the Mayfair House to be rehabilitated, but because it was Arnav’s only asset and Arnav wanted to sell.¹⁸⁴ Carl Primavera, attorney for Arnav, argued that “his client was close to an agreement with a new developer,” and therefore could not accept demolition.¹⁸⁵ On August 19, Judge Nigro “agreed to forestall demolition but ordered Arnav to begin sealing all windows and doors on the building . . . and provide on-site security” until the next status hearing on October 3. Judge Nigro ordered Arnav to place \$18,000 in escrow until all disputed L&I liens on the property were resolved and stated that if Arnav did not comply with the terms, it would be liable for a fine of \$100,000. On Arnav’s behalf, Judge Nigro prevented the City from demolishing the structure and added that if demolition became an option in the future, L&I must go before the Philadelphia Historical Commission’s review process.¹⁸⁶ Both parties were pleased with the ruling. Bennett Levin felt that if Arnav did not comply with the Judge’s demands by October 3, demolition could proceed. Meanwhile, Arnav was thankful that the Judge halted demolition and gave it needed time to seal the building properly.¹⁸⁷ At the status hearing in front of Judge Nigro on October 3, 1994, L&I “confirmed that it no longer intends to demolish Mayfair House. The remaining issues

¹⁸³ “Judge’s decision expected on W. Mt. Airy demolition,” *Philadelphia Inquirer*, 19 August 1994, n.p.

¹⁸⁴ J. Randall Cotton, interview.

¹⁸⁵ Mark McDonald, “Mayfair House demolition delayed,” *Philadelphia Daily News*, 19 August 1994, 24.

¹⁸⁶ Loeb, “Judge gives building a reprieve,” B1.

¹⁸⁷ *Ibid.*

assuming the Owner maintains the sealed condition of the premises, relate to the posting of security and the clean up of trash and debris on the premises.”¹⁸⁸

While Arnav was able to successfully assert itself and prevent the Mayfair House from being demolished, PHPC was intent on defending its interest in the Mayfair House as well. “We really don’t have a choice,” said attorney Robert Shusterman, adding that the IRS could retaliate against the preservation group for failing to protect its easement deed.¹⁸⁹ PHPC issued an Affidavit of Intervenor stating several complaints that PHPC had regarding L&I’s pending demolition. For one, PHPC insisted that a demolition order go before the Philadelphia Historical Commission. In addition, PHPC complained that it was being ignored as an organization, that it had not had adequate access to L&I files and did not get proper notice of L&I meetings and hearings.¹⁹⁰ PHPC contacted organizations such as the Preservation Coalition of Greater Philadelphia to write letters on its behalf criticizing the Philadelphia Historical Commission- for not insisting L&I enforce existing laws to keep the building in reasonable condition,- L&I- for forcing the removal of 1,300 windows that opened up the building to the elements,- and the City- for not forcing another sheriff’s sale.¹⁹¹ PHPC also persuaded Brenda Barrett to write to Richard Tyler, insisting that, under Philadelphia Code, the Philadelphia Historical Commission must review “proposed work that affect a historic resource- there is no

¹⁸⁸ Robert Shusterman to Judge Nigro, 5 October 1994, Preservation Alliance for Greater Philadelphia.

¹⁸⁹ Maryniak, “Patience is chipping away,” 8.

¹⁹⁰ *Affidavit of Intervenor PHPC*, Appeal No. 28409, n.d., Preservation Alliance for Greater Philadelphia.

¹⁹¹ Jennifer B. Goodman and Milton Marks to Arlene Matzskin, Chairman of the Philadelphia Historical Commission Architectural Committee, 31 August 1994, Preservation Alliance for Greater Philadelphia.

question that the Mayfair House is an historic resource.”¹⁹² PHPC took an active defense in its partial interest of the Mayfair House during L&I’s threats of demolition.

Finally, in December, 1994, PHPC got word from Carl Primavera that the Mayfair House had been sold to Mayfair Associates 95.¹⁹³ Israel Roizman, Principal of Mayfair Associates 95, was a local Norristown developer who had had previous success with low-income rental housing. He quickly tried to line up funding from a variety of sources to convert the Mayfair House into housing for the elderly or assisted living.¹⁹⁴ Roizman tried to gain funding for the project “using a variety of sources, including the Historic Tax Credit, Low Income Housing Tax Credit, City-support Community Development Block Grant (CDBG) funding, Pennsylvania Housing Finance Agency (PHFA) “PennHOMES” subsidy, and first mortgage financing.”¹⁹⁵ By May, 1995, PHPC had received word that Roizman had been “unsuccessful in obtaining large grants from a number of agencies which were part of his planned financing package for restoration of the property.”¹⁹⁶ Roizman’s development cost for the Mayfair House project ranged between \$26 and \$32 million including the need for roughly \$10 million in public subsidies.¹⁹⁷ The City Office of Housing and Community Development, who capped its subsidies at \$1.5 million, as well as organizations such as PHFA and the Redevelopment Authority, were unable to close the multi-million dollar subsidy gap.¹⁹⁸ In addition to the

¹⁹² Brenda Barrett to Richard Tyler, 15 September 1994, Preservation Alliance for Greater Philadelphia.

¹⁹³ Robert Shusterman to Carl Primavera, 8 December 1994, Preservation Alliance for Greater Philadelphia; Redevelopment Authority of the City of Philadelphia, *Affidavit*, 23 April 1999, Philadelphia Historical Commission, 3.

¹⁹⁴ Mark McDonald, “City Dropping the ball,” *Philadelphia Daily News*, 25 November 1997, 3.

¹⁹⁵ Redevelopment Authority of the City of Philadelphia, *Affidavit*, 3.

¹⁹⁶ Robert Shusterman to Randy Cotton, 12 May 1995, Preservation Alliance for Greater Philadelphia.

¹⁹⁷ Redevelopment Authority of the City of Philadelphia, *Affidavit*, 3

¹⁹⁸ *Ibid.*, 3-4.

lack of funding available, Roizman met with opposition from the Mayfair House's neighbors. Roizman's "biggest impediment to redevelopment was . . . neighborhood intransigence to any plan. 'They threatened a lawsuit and I thought that I would be in court for the rest of my life,' Roizman said."¹⁹⁹ During the summer of 1997, vandals had once again broken into the Mayfair House and the neighbors began to raise their concerns. The neighbors were tired of waiting for Roizman to develop the building- while they did not oppose a sensible redevelopment plan, it seemed that no one could make the numbers for rehabilitation work.²⁰⁰ George Thomas, who Roizman had retained to consult on possible tax credits, remembers that Roizman might have saved the building- he stated that there was enough investment to get the tax credits. Roizman had a plan, Thomas said, for parking and subsidized housing but the neighbors killed that plan. They were politically connected, and the City supported their impatience and ultimate call for demolition. Thomas stated that PHPC should have considered suing the neighbors, maybe then the City would have supported PHPC and not the neighbors.²⁰¹ In fact, by August, 1997, the Preservation Alliance (successor of PHPC) was considering taking legal action against either Arnav or Mayfair Associates 95 in an effort to recoup "damages to the Preservation Alliance for loss of the easement (should that occur) and recoupment of the Preservation Alliance's costs."²⁰²

Developers other than Roizman also performed feasibility studies on the Mayfair House during the summer of 1997. Stapeley Nursing Home, in association with

¹⁹⁹ McDonald, "City Dropping the ball," 3.

²⁰⁰ Ibid.

²⁰¹ George Thomas, telephone conversation.

²⁰² Robert Shusterman to Don Meginley, 1 August 1997, Preservation Alliance for Greater Philadelphia.

developer Michael Young, hired Ballinger and Arena & Co. (“Ballinger”) to estimate costs of construction and Zelenkofske Axelrod & Co. to “determine market feasibility for an assisted living facility or skilled nursing facility.”²⁰³ Ballinger’s study revealed construction costs that would total \$133 per square foot or a total cost of \$31.2 million for 234 assisted living units.²⁰⁴ While a skilled care facility may have totaled less, Zelenkofske Axelrod & Co. determined that the market only demanded 180 units of assisted living. The City’s Affidavit, later submitted as part of the “hardship” hearing before the Philadelphia Historical Commission, stated that “[B]ased on the numbers produced by these respected consultants, Stapeley and Young did not pursue their original interest in the project. It seems apparent that construction costs were at least \$10 million in excess of the amount anticipated and that market demand was weaker than required for a facility the size of Mayfair House.”²⁰⁵

In November, 1997, Councilwoman Donna Miller introduced a bill to the City that would effectively permit Roizman to donate the Mayfair House to the City and provided that, after demolition, the Fairmount Park Commission would assume ownership of the land for park use.²⁰⁶ If the bill passed, Roizman would be able to claim a charitable deduction for the donation. The bill, however, did not pass and was recently withdrawn. One fatal flaw in the bill was that Section 2 (b) stated “Title to the Property must be found to be: (1) good and marketable and free and clear of all liens, restrictions,

²⁰³ Redevelopment Authority of the City of Philadelphia, *Affidavit*, 5.

²⁰⁴ *Ibid.*

²⁰⁵ *Ibid.*

²⁰⁶ Bill No. 970746, City of Philadelphia, November 20, 1997.

easements . . .”²⁰⁷ Since the façade easement was placed on the Mayfair House in perpetuity, one of the reasons the bill could not be passed was due to this clause.²⁰⁸

In December, 1997, Mayfair Associates 95 with Israel Roizman as Principal transferred its right and title interest to Germantown Settlement, a non-profit Germantown social service agency. The building was transferred with the understanding that if Germantown Settlement was unable to obtain redevelopment financing by June 30, 1998, the property would revert to the City or Redevelopment Authority for demolition and, once demolished, to the Fairmount Park Commission.²⁰⁹ It is not clear whether Roizman took a charitable donation deduction.²¹⁰ Germantown Settlement, in turn, let its subsidiary Greater Germantown Housing Development Corp. (“GGHDC”) perform a feasibility study on the Mayfair House. GGHDC also performed some maintenance on the Mayfair House site. It cleaned up graffiti, removed trash, weeds and debris- Stephen Kazanjian, Executive Director and CEO of GGHDC, said the maintenance was simply “goodwill toward the neighbors.”²¹¹ On July 1, 1998, the expiration of Germantown Settlement’s claim on the Mayfair House, Germantown Settlement requested an extension to conclude its study. This extension enabled GGHDC to look at every potential option for the property.²¹² Despite neighbor’s pleas to Philadelphia then-Mayor Ed Rendell to proceed with demolition,²¹³ city officials “decided to give developers one

²⁰⁷ Ibid., section 2(b).

²⁰⁸ Robert Shusterman, interview.

²⁰⁹ Robert Shusterman to Rudolph, Palitz, 2 June 1998, Preservation Alliance for Greater Philadelphia.

²¹⁰ Stephen Kazanjian, telephone conversation with author, 22 February 2000.

²¹¹ Ibid.

²¹² Stephen Kazanjian, telephone conversation.

²¹³ Mayfair Apartment Coalition to Mayor Ed Rendell, 15 July 1998, Preservation Alliance for Greater Philadelphia.

last shot at fashioning a redevelopment plan.”²¹⁴ In August, Emanuel Freeman, President of Germantown Settlement, reported GGHDC’s findings to John Kromer, head of the City’s Office of Housing and Community Development. GGHDC felt that the Ballinger estimate of \$133 per square foot was high- other projects had cost \$95 per square foot in the past. In addition, GGHDC stated that Ballinger’s construction cost estimate was 30% too high. Despite the fact that GGHDC was able to come up with a \$27 million proposal that included \$3 million in tax credits and a first mortgage of \$15 million, there was still roughly a \$10 million gap.²¹⁵ Stephen Kazanjian said that even though every potential option was examined, none were viable. He stated that the building was just too big for assisted living- instead of the needed 70 units or so, the Mayfair House had over 200 units. GGHDC, Kazanjian said, did look at a continuum of care facility and while those numbers worked better, people who were used to living independently did not want to be in the same building and use the same elevators as those who were sick and vice versa. In order to accommodate these concerns, the Mayfair House would have required three separate entrances.²¹⁶

On October 21, 1998, the City acquired the Mayfair House at Sheriff’s Sale when it foreclosed on the Mayfair House’s tax and liens valued at \$516,900.²¹⁷ On January 14, 1999, Germantown Settlement informed the Mayfair House Coalition that it formally withdrew its interest in the Mayfair House and remained “committed to assist your group

²¹⁴ Mark McDonald, “Mayfair House to be razed,” *Philadelphia Daily News*, 19 February 1999, 24.

²¹⁵ Ibid.; Emanuel Freeman to John Kromer, 5 August 1998, Preservation Alliance for Greater Philadelphia; Redevelopment Authority of the City of Philadelphia, *Affidavit*, 5.

²¹⁶ Stephen Kazanjian, telephone conversation.

²¹⁷ Redevelopment Authority of the City of Philadelphia, *Affidavit*, 1.

in carrying out the desires of the community to encourage the City of Philadelphia to demolish the building.”²¹⁸

Once it became clear that demolition was imminent, the Preservation Alliance needed to legally defend the façade easement to the best of its efforts. The defense of the easement was necessary in order to prove that the easement program at the Preservation Alliance was serious- that the perpetuity clause would be defended in court and paper records would show that the Preservation Alliance did not just ‘give up’ on its easement.²¹⁹ Despite the Preservation Alliance’s concerns that the City would bypass the Philadelphia Historical Commission review process, the City did follow procedure. In March, 1999, a last developer expressed an interest in purchasing the Mayfair House. Samuel Hankin, head of the Hankin Group, had previously expressed interest in the property and, despite a request to tour the property in March, did not follow through.²²⁰ On March 23, 1999, a Notice of Application for Demolition was posted at the Mayfair House²²¹ and, according to the 1985 Preservation Ordinance, the Architectural Committee of the Philadelphia Historical Commission reviewed the case seven days later. The Preservation Alliance submitted its stance on the Mayfair House to the Architectural Committee in an effort to legally defend its easement.

The Mayfair House retains architectural and historical significance, and any granting of a demolition permit should not be based on loss of significance. Any consideration of demolition should be properly reviewed by the Commission’s “financial hardship” committee at which the current owner (the City) should present credible evidence that the property “cannot be used for any

²¹⁸ Emanuel Freeman to Fred Dedrick, 14 January 1999, Preservation Alliance for Greater Philadelphia.

²¹⁹ Robert Shusterman, interview.

²²⁰ Samuel Hankin to Robert Shusterman, 3 March 1999, Preservation Alliance for Greater Philadelphia.

²²¹ Notice of Application for Demolition, 23 March 1999, Philadelphia Historical Commission.

purpose for which it is or may be reasonable adapted” or is “in whole or in part” a financial hardship to the owner.²²²

On April 14, the Philadelphia Historical Commission reviewed the March 30 report of the Architectural Committee and denied the demolition proposal on architectural grounds.²²³ The issue was then forwarded to the Financial Hardship Committee. The Preservation Alliance continued to carefully defend its façade easement. Attorney Robert Shusterman stressed that the Preservation Alliance must adequately defend the easement and would ultimately like to take the defense to court.²²⁴

In order to prove the case of financial hardship, the Redevelopment Authority of the City of Philadelphia produced an Affidavit on April 23, 1999. Closely following the requirements of the 1985 Preservation Ordinance, the Affidavit provided background information and a summary of each study done on the feasibility of developing the Mayfair House. The Roizman proposals, the Stapeley and Young study and the Germantown Settlement/GGHDC plans were all reviewed as well as the unavailability of City Subsidy Funding. The conclusion of the Affidavit was as follows:

In short, the Mayfair House is not feasible for redevelopment, either as a private market venture or with a reasonable amount of public subsidy. The level of public subsidy required for the rehabilitation of the building is excessive in light of the resources available for rental housing in any one year. Given these realities, the only feasible alternative is to demolish the building and convey the ground to Fairmount Park as proposed.²²⁵

²²² J. Randall Cotton to Philadelphia Historical Commission Architectural Committee, 29 March 1999, Philadelphia Historical Commission.

²²³ R. Scott Jacob to Robert Solvibile, Deputy Commissioner of Department of Licenses and Inspections, 14 April 1999, Philadelphia Historical Commission.

²²⁴ Robert Shusterman to Richard W. Snowden, 15 April 1999, Preservation Alliance for Greater Philadelphia.

²²⁵ Redevelopment Authority of the City of Philadelphia, *Affidavit*, 7.

On April 30, the Philadelphia Historical Commission's Committee on Financial Hardship met and voted to recommend to the Philadelphia Historical Commission demolition on the grounds of financial hardship. At the April 30 meeting, Richard Tyler stated that the City must show that no economic viability or prospect for reuse exists for the Mayfair House. Noel Eisenstat, Executive Director of the Redevelopment Authority concurred and presented the Affidavit as proof. He also added that "the cost of rehabilitating the Mayfair House would demand higher rents than expected for commensurate rental housing in the neighborhood. Mr. Eisenstat also noted the lack of public transportation and parking required to market the reuse of the building."²²⁶ On May 12, the Philadelphia Historical Commission met to consider and approved the Committee on Financial Hardship's recommendation of demolition.²²⁷ In a continuing effort to defend the façade easement on paper, the Preservation Alliance wrote to the Philadelphia Historical Commission stating

[I]t should be noted that the Preservation Alliance's easement interest in not before the Commission. The Alliance, the City, and the Redevelopment Authority have had discussions with respect to the possibility of extinguishing the easement on the Mayfair House, but continuing a restrictive covenant on the land. Such an agreement would, in our opinion, require Court approval. Should the City and the Alliance reach an agreement, and should the Court confirm the appropriateness of so modifying the easement, the easement would cease to be a bar to the demolition of the structure.²²⁸

During the June Term, 1999 an Emergency Petition for Extinguishment of Façade Easement and Confirmation of Continuing and/or Additional Covenants and Restrictions

²²⁶ Report of the Committee on Financial Hardship, Philadelphia Historical Commission, 30 April 1999, Philadelphia Historical Commission.

²²⁷ "Mayfair House Demolition Planned for the Summer," *Philadelphia Inquirer*, 13 May 1999, B2.

²²⁸ Randy Cotton to Philadelphia Historical Commission, 12 May 1999, Preservation Alliance for Greater Philadelphia.

and a Memorandum of Law was filed by the Preservation Alliance. The Preservation Alliance and the Redevelopment Authority agreed that continuing and/or additional covenants and restrictions on the land would “preclude future building on the land inconsistent with the architectural character of the historic buildings located in Germantown and . . . would restrict the use of land so that it is solely used for park purposes.” In addition, \$25,000 compensation for defending the easement, salvage rights, as well as court approval of the easement’s termination, would be granted to the Preservation Alliance.²²⁹ The court date for the easement extinguishment was set for June 28- just two days before the City’s June 30 deadline that enabled the use of “substantial funds that have been made available for the demolition of the sixteen story building.”²³⁰ Finally, on June 28, 1999, Judge Petrese B. Tucker, Administrative Judge of Common Pleas Orphans’ Court Division, signed the Order that allowed the Preservation Alliance to record the Mutual Cancellation and Termination of Façade Easement and Declaration of Continuing and/or Additional Covenants.²³¹

In September, 1999 the Thorne Equipment Corp., winner of the City’s \$1.3 million demolition contract, commenced demolition of the Mayfair House. Because of the building’s proximity to the neighborhood houses, the building is currently being dismantled brick-by-brick.²³² Once the building is demolished, a project that may take up to one year, the land will be conveyed to Fairmount Park. In conjunction with the

²²⁹ *Emergency Petition for Extinguishment of Façade Easement and Confirmation of Continuing and/or Additional Covenants and Restrictions*, June Term 1999, Preservation Alliance for Greater Philadelphia, 9; *Memorandum of Law*, June Term 1999, Preservation Alliance for Greater Philadelphia.

²³⁰ Robert Shusterman to Judge Petrese B. Tucker, 22 June 1999, Preservation Alliance for Greater Philadelphia.

²³¹ Robert Shusterman to Randy Cotton, 29 June 1999, Preservation Alliance for Greater Philadelphia.

²³² Brad Berry, Jr., “Mayfair House soon to become history,” *Germantown Courier*, 18 August 1999, 4.

extinguishment documents, the Park will only be able to build a structure compatible with Germantown architecture. The Preservation Alliance opted to not take an open space easement on the Mayfair House land. According to J. Randall Cotton, the Preservation Alliance wanted to cut its ties. He added, however, that the covenant on the land will allow anyone in the future to challenge any plans for a new, non-compliant structure.²³³

Conclusions on the Demise of the Mayfair House

One of the reasons that the Preservation Alliance so vehemently defended the Mayfair House's façade easement is because the basis of the easement is the perpetuity clause. Because of this clause, which aims to render extinguishment as virtually impossible, easement extinguishments are rare cases. The Preservation Alliance knows of only two other cases, one in Provo, Utah, where buildings encumbered by easements have been demolished, and one involving Myrtle Grove in Maryland.²³⁴ In my summary of results section, I will touch on the situation that led up to the extinguishment in Utah. Despite the perpetuity clause in easements, buildings cannot ultimately last forever. In order to retain its status as a respectable easement recipient organization, the Preservation Alliance made a strong effort to defend the easement until it was extinguished in court. By establishing on paper, through letters and court documents, that it defended the easement until demolition was the only option, the Preservation Alliance fulfilled its duty as an easement holder.

²³³ J. Randall Cotton, interview.

²³⁴ Ibid.

After outlining the real estate history of the Mayfair House since its easement donation in 1981, it is important to track when exactly the building was beyond reuse. By understanding when the building's future was no longer viable, it is possible to see what steps, if any, could have been taken to save the Mayfair House. First, I will evaluate the information and insights that I gained from interviews to establish when those interviewed felt the condition of the Mayfair House declined. Then, I will examine newspaper articles and track when they state the building was beyond saving. Finally, I will express my opinion.

Some of the people I interviewed believe that no one could have saved the Mayfair House after the mid-80s- that it was simply a building that outgrew its use and, due to a sour real estate market and a lack of needed parking, the building was destined to fail. Bill Blades stated that by 1989, the time of the tenant eviction, no one could have saved the building. Once Mayfair Renaissance ran out of money and Arnav took title to the building, Arnav got a building it never wanted. He stated that the building was simply the “wrong building in the wrong place at the wrong time.” Perhaps, Blades added, if a limited partnership tried to rehabilitate the building in the mid-80s, it could have been successful. The lack of parking, however, was an issue that could not be ignored.²³⁵ Despite the 70 or so parking spaces underneath the Mayfair House,²³⁶ there was not nearly enough parking for 244-units. Richard Tyler agreed that if, in the mid-80s, there had been an investor committed to the project that included the Investment Tax Credit, the building could have been viable. When this did not happen by the late 1980s

²³⁵ Bill Blades, telephone conversation.

²³⁶ Fred Dedrick, telephone conversation.

and the real estate market declined, the desire to make such an investment commitment was not there. Perhaps the condition of the building declined when Section 8 housing was introduced to the building in the late 1970s- this may have been a reflection of desperation or an indication that the owner was not able to make the necessary investment in the building.²³⁷

Other people interviewed felt strongly that the building could have been saved if the timing had been right in the late 1980s and early 1990s. J. Randall Cotton stated that there was never a consensus at the Preservation Alliance about when exactly the building was beyond reprieve. Cotton personally felt that the building could not avoid demolition after GGHDC could not come up with viable numbers. Once so many reputable studies were completed, Cotton said, skepticism turned to acknowledgement.²³⁸ GGHDC's Stephen Kazanjian felt that the only way the Mayfair House could have been saved was if the Department of Housing and Urban Development ("HUD") invested roughly \$20 million in the building for an elderly housing development. A HUD investment would be unrealistic however- Kazanjian added that they do not have that amount of money for a single project. In retrospect, Kazanjian believes that the structure was most likely beyond reprieve well before 1989. When the owners decided to defer maintenance for the reason of trying to rehabilitate the building, it became an economically infeasible building.²³⁹ Robert Shusterman felt that if Arnav had been an ordinary mortgagee and not a pension and profit sharing plan, it would have been able to invest enough money in the Mayfair

²³⁷ Richard Tyler, interview.

²³⁸ J. Randall Cotton, interview.

²³⁹ Stephen Kazanjian, telephone conversation.

House to make it work. The failure, Shusterman stated, initially had to do with the financing of the time. The market was slow when Mayfair Renaissance failed, but the multiple feasibility studies were performed when the economy was recovering in the mid-to-late 1990s. When none of the proposals could close the financing gap, PHPC knew the Mayfair House could not avoid demolition. No parkland was being offered to solve the lack of parking problem and the layout and size of the building contributed to its demise.²⁴⁰ George Thomas, consulted by Israel Roizman in the mid-1990s as to the feasibility of taking tax credits, felt that Roizman could have saved the Mayfair House if the neighbors had not disputed his plans.²⁴¹ Though Joel Sweet moved into the Mayfair House's neighborhood in 1991, his sense was that when Arnav invested into the Mayfair House in reliance upon the promise that Mayor Goode would find Arnav a buyer or more funding, the Mayfair House was beyond saving. Once Arnav received no financial support and was not bought out, it "simply let go."²⁴² Fred Dedrick, who moved into the neighborhood in 1987, believes that the Mayfair House's problems started when the building's maintenance lapsed in the mid-1980s. After the fires that took place in the late 1980s, Dedrick remembers that windows the Fire Department boarded up were never reglazed. Dedrick believes that the Mayfair House could have been saved in 1989 if the building had been sealed properly. Once the building was not sealed, Dedrick stated, constant vandalism commenced. Sealing was a never-ending process, Dedrick

²⁴⁰ Robert Shusterman, interview.

²⁴¹ George Thomas, telephone conversation.

²⁴² Joel Sweet, telephone conversation.

remembers, “L&I would come and seal the building and immediately, vandals would come back and break in.”²⁴³

Some newspaper articles specifically stated when conditions at the Mayfair House declined. As early as 1980, an article indicated that the “majestic residence is slowly becoming a slum because of deteriorating maintenance.”²⁴⁴ Residents in 1980 stated that when Section 8 housing was introduced to the building around 1977, the building’s maintenance declined. In 1987, a tenant stated that conditions at the building began to decline in 1984 as the owners increasing began to neglect maintenance of the building.²⁴⁵ A December, 1993 article states that the “Mayfair’s descent into decay began in the mid-1980s with the previous owners [Mayfair Renaissance], who . . . lost the building in a foreclosure.”²⁴⁶ In November, 1997, an article concurs- “the building’s final descent began in the ’80s as the vacancy rate rose along with an increasing number of unaddressed repair problems.”²⁴⁷ In 1999, a *Germantown Courier* article stated that conditions “in the Mayfair have been declining for the past twenty years and have included numerous fire, health and building code violations.”²⁴⁸ The earliest years of decline were cited in an article from August, 1999- “during the late 1960s and early ’70s, the building fell on hard times . . . Before the New York-based company Mayfair

²⁴³ Fred Dedrick, telephone conversation.

²⁴⁴ Washington, “Boon or Bust,” 8.

²⁴⁵ Sills and Burton, “A Fallen Beauty, Mayfair House A Vision of Decline,” 9.

²⁴⁶ Maryniak, “A site for very sore eyes,” 8.

²⁴⁷ McDonald, “City dropping the ball,” 3.

²⁴⁸ “Asset to liability: once-stately Mayfair House is coming down,” 2.

Renaissance Association bought the building in 1988 for \$4 million, the Mayfair House was cited more than 300 times for fire, health and building code violations.”²⁴⁹

By looking at the real estate history of the Mayfair House since 1981 in detail, I believe that the Mayfair House’s conditions declined beyond reasonable rehabilitation during the ownership of Ronald Caplan’s Mayfair Associates, L.P. When Caplan purchased the building in 1986, the PHPC easement inspection reports reflected only minor problems with the building. Caplan’s desire to “flip” the building and not invest in its well being for the long term, contributed to the decline of the building’s maintenance. When Mayfair Renaissance purchased the building, L&I violation notices were plentiful. Instead of creating a plan to maintain the building, Mayfair Renaissance focused on a complete rehabilitation of a building that already had growing maintenance problems. Although Mayfair Renaissance invested a fair amount of money in the structure, its plans failed for two reasons. First, I believe that the New York-based company had unrealistic expectations for the building. Perhaps it was not aware of the deteriorating conditions at the Mayfair House before it decided to commence a comprehensive rehabilitation plan. The funds may have been misdirected in the sense that money should have been spent on correcting already existing problems at the building and not on a grand scheme for rehabilitation and reuse. Second, the real estate market in the late 1980s was notoriously slow. Mayfair Renaissance had overpaid for the Mayfair House and, due to the economy, could not secure its investment with appropriate loans. In this case, Mayfair Renaissance’s investment was only guilty of bad economic timing. I believe that once

²⁴⁹ Virginia Lam, “West Mount Airy landmark faces a bittersweet farewell,” *Philadelphia Inquirer*, 7 August 1999, B1, B4.

the final 90 tenants of the Mayfair House were evacuated in 1989, the condition of the building was beyond reasonable reprieve. Later schemes to develop the building, such as Roizman's plans or GGHDC's analysis could have worked only if the City had been willing to invest about \$10 million into the building. With the right amount of money, anything can be saved. The reality, however, is that \$10 million subsidies are rare, if not impossible, and after 1989, the Mayfair House's chances declined along with the condition of the building.



Figure 1. Mayfair House, May 1999. West façade, houses on Johnson Street. Note sealed windows.



Figure 2. Mayfair House, May 1999. East façade on Lincoln Drive.



Figure 3. Mayfair House, May 1999. East façade.



Figure 4. Mayfair House, May 1999. South façade, 417 West Johnson Street.



Figure 5. Mayfair House, May 1999. South façade, ground level.



Figure 6. Mayfair House, May 1999. South façade, detail around entrance door.



Figure 7. Mayfair House, May 1999. South façade, detail over entrance door.



Figure 8. Mayfair House, May 1999. South façade, window frame and pilaster detail.



Figure 9. Mayfair House, May 1999. North façade facing Cliveden Street.



Figure 10. Mayfair House, May 1999. North façade facing Cliveden Street.



Figure 11. Mayfair House, October 1999. East façade, demolition commencing.

Chapter V: Alden Park

Pre-Easement History of Alden Park

Alden Park was built between 1925 and 1929 on School House Lane and Wissahickon Avenue in the Germantown section of Philadelphia.²⁵⁰ C.C. Mitchell purchased the 38-acre estate, originally home to the Strawbridge Mansion,²⁵¹ with a vision to build Alden Park. Mitchell had already successfully masterminded the completion of two other Alden Park developments-- Detroit, Michigan built in 1921 and Brookline, Massachusetts, built in 1924.²⁵² After ground was broken in May, 1925 for the construction of Alden Park in Philadelphia,²⁵³ Lawrence E. Jones, a developer working with Mitchell, bought out Mitchell's interest in the project and took over as owner-builder and later manager until his death in 1961.²⁵⁴

Alden Park was originally a cooperative apartment building. Jones organized four separate corporations that owned the land on which the buildings of Alden Park were constructed. The corporations bore the same names as the buildings that were constructed- the Manor, the Kenilworth and the Cambridge. A fourth corporation, the Alden Park Land Corporation, owned the remaining acres of open space and recreational facilities such as the Alden Hall pool.²⁵⁵ "The Manor, like the remainder of the Alden Park development, was designed and marketed as a cooperative apartment building, one

²⁵⁰ John Milner Associates, *Historic Preservation Certification Application, Part 2*, June 1989, 1. John Milner Associates.

²⁵¹ The Strawbridge Mansion burned down in 1972 and is now open space that has been used for parking.

²⁵² John Milner Associates, *Historic Preservation Certification Application, Part 2*, 2; Carolyn J. Ryan, "Apartments Versus Houses in the 1920's: Alden Park as an Example," Philadelphia Historical Commission, 8.

²⁵³ Alden Park advertising materials, 1999, Alden Park Rental Office.

²⁵⁴ John Milner Associates, *Historic Preservation Certification Application, Part 2*, 2.

²⁵⁵ Ibid.; Ryan, "Apartments Versus Houses in the 1920's: Alden Park as an Example," 9.

of the first cooperative apartment buildings in Philadelphia. Tenants purchased a ninety-nine year lease on their unit as well as shares in the building corporation equal to the price of the unit. They also paid a monthly fee to help defray operating expenses.”²⁵⁶ In the mid-1930s, Alden Park’s operation as a cooperative was halted. The three corporations merged into the Alden Park Land Corporation and units became available for rent.

Jones had preferred to operate Alden Park as a cooperative. In this way, he was able to limit the types of tenants allowed to live in the building. Alden Park was built for the wealthy and “Jones constantly emphasized the luxury, economy, and exclusiveness of Alden Park.”²⁵⁷ The development of Alden Park “represented a radical departure from traditional Philadelphia residential patterns by providing luxurious cooperative apartments for wealthy residents.”²⁵⁸ Not only did the prices of the units only appeal to the “highest quintile of income groups in the country,” but Jones also restricted tenants by race and religion.²⁵⁹ Not uncommon for the time, owners of buildings often restricted their residents under the assumption that success of a cooperative depended upon a “high degree of homogeneity among the inhabitants and strong leadership in directing the organizations . . . [Jones] directed his energies toward achieving homogeneity in his neighborhood, which is essentially what Alden Park was.”²⁶⁰ As President and Director of the cooperative corporations, Jones was able to review applications for all perspective

²⁵⁶ From the *Philadelphia Inquirer*, 10 January 1928, in John Milner Associates, *Historic Preservation Certification Application, Part 2*, 3.

²⁵⁷ Ryan, “Apartments Versus Houses in the 1920’s: Alden Park as an Example,” 11.

²⁵⁸ John Milner Associates, *Historic Preservation Certification Application, Part 2*, 1.

²⁵⁹ Ryan, “Apartments Versus Houses in the 1920’s: Alden Park as an Example,” 11.

²⁶⁰ *Ibid.*, 12.

unit buyers. Even with his restrictions (or perhaps because of them), Jones was enormously successful in selling units in Alden Park. “The notion of cooperative apartments received an enthusiastic reception from many Philadelphians, and more than sixty-nine percent of the 250-units in the Manor towers were sold prior to the completion of the construction.”²⁶¹

Alden Park functions as a community due to its scale and amenities. Laid out on 38 landscaped acres are three main tower complexes. First, the Manor, constructed in 1925, consists of three, nine-story buildings of cruciform plan clustered around and joined by a single-story lobby. Its Tudor Revival buildings “are reinforced concrete and hollow tile structures with randomly patterned and textured red brick curtain walls. Cast stone is used for the exterior architectural details.”²⁶² The National Register nomination for Alden Park describes the architecture at the Manor and Alden Park as follows:

These broad surfaces are framed by massive corner quoins and broken by numerous belt courses and bays outlined in a pink terra cotta, again reducing the sense of mass, very much in the manner of the local collegiate gothic developed by Cope and Stewardson in the 1890s. Pinnacles, segmental pediments, cartouches, and shields interrupt the parapets, while small towers—some formed by crowning bays with elaborate roofs, further enliven the silhouette. This unifying exterior vocabulary is utilized for all the original buildings from the tiny gate houses on Wissahickon Avenue to the immense garage that services and houses the automobiles for the group.²⁶³

The Manor complex was completed in Alden Park’s first phase of construction. Built at the same time was the Manor’s 230-car garage, tennis courts, two gatehouses and Alden

²⁶¹ From the *Philadelphia Inquirer*, 20 October 1926, in John Milner Associates, *Historic Preservation Certification Application, Part 2*, 3.

²⁶² John Milner Associates, *Historic Preservation Certification Application, Part 2*, 3.

²⁶³ “National Register of Historic Places Inventory-Nomination Form—Alden Park,” 10 January 1980, Philadelphia Historical Commission.

Hall, where the swimming pool is housed.²⁶⁴ The second complex to be constructed was the Kenilworth in late 1925. The Kenilworth consists of two thirteen-story buildings constructed in a Y-plan with a single story lobby. Built in a “similar construction and architectural style to the Manor, . . .the Kenilworth is a much tauter design, and lacks projections and balconies that characterize its predecessor.”²⁶⁵ By September of 1927, construction on the Kenilworth was complete and, in 1928, construction on the Cambridge, the final Alden Park complex commenced.²⁶⁶ The Cambridge is a single, twelve story building that is Y-shaped on both sides. The Cambridge garage, located at the rear of the building, originally boasted 130 parking spaces. Both the Manor and Cambridge garages were constructed below grade so their grass roofs would be level with the landscape. Other buildings located on the Alden Park site were the tea house, a small pavilion originally part of the Strawbridge Mansion, the Hill House, the Rumpf House and Carriage House.²⁶⁷

The architect of Alden Park, Edwyn Rorke, and builder Kenneth M. deVos, drew from English examples for Alden Park’s architecture. Both were influenced by Longleat House in England, a renaissance style manor with white friezes, fireplaces and detailing inspired by Robert Adam. Alden Park’s lobby detail was heavily influenced by the Great Hall at Ragley Estate where baroque decorations adorn the ceiling and linenfold paneling graces the walls. Other manors in England, such as Haveringham Hall and Chapter House, are credited as inspiration for the plaster reliefs and carved columns.

²⁶⁴ John Milner Associates, *Historic Preservation Certification Application, Part 2*, 3-4.

²⁶⁵ *Ibid.*, 4.

²⁶⁶ *Philadelphia Inquirer*, 10 January 1928 and 20 March 1929, in John Milner Associates, *Historic Preservation Certification Application, Part 2*, 4.

²⁶⁷ John Milner Associates, *Historic Preservation Certification Application, Part 2*, 4-5.

respectively.²⁶⁸ At a time when Art Deco styles were popular, Alden Park's architecture recalled the English traditions. Alden Park "is unquestionably 1920s, and conceptually it is even quite innovative, but it recalls tradition instead of celebrating novelty."²⁶⁹ While the architectural style of the buildings at Alden Park was inspired by English designs of the seventeenth-century, the amenities of the buildings are modern. Advertising materials from Alden Park²⁷⁰ cited the Sunken Garden, a "horticulturally arranged" garden, the swimming pool with a roll-top roof,²⁷¹ the Alden Park restaurant, a skating pond and the on-site golf course as selling points. A message in the advertising materials from Jones states "beyond question ALDEN PARK provides a style of home-life for cultured people that elsewhere would be possible only at extremely high costs."²⁷² Today, Alden Park continues to market itself as a community and offers such amenities as cedar closets, wood-burning fireplaces, gourmet kitchens and a fitness club.²⁷³

The National Register nomination form states that Alden Park is significant both architecturally and as an example of the suburban apartment living trend in the 1920s. Architecturally, the complex combines "the Le Corbusian idea of the city of towers in a garden setting with the style, and detail of traditional architecture."²⁷⁴ While Rorke may not have been aware of Le Corbusier's idea of the "radiant city" when Alden Park was built, he recognized the increasing popularity of both the automobile and the high-rise

²⁶⁸ Alden Park News Release, 27 October 1975, Philadelphia Historical Commission.

²⁶⁹ Thomas Hine, "Philadelphia's Alternatives to Art Deco Design," *Philadelphia Inquirer*, 20 January 1985, 112.

²⁷⁰ These materials, found at the Preservation Alliance, are not dated. The photos show cars dating from the 1930s.

²⁷¹ John Milner Associates, *Historic Preservation Certification Application, Part 2*, 4 indicates that Rorke enclosed the pool in 1926 for \$2000.

²⁷² Alden Park advertising materials, undated, Preservation Alliance for Greater Philadelphia.

²⁷³ Alden Park advertising materials, 1999.

²⁷⁴ "National Register of Historic Places Inventory-Nomination Form—Alden Park."

apartment building as well as “the mere enjoyment of land and gardens.”²⁷⁵ The unique combination of these three elements helped make Alden Park a success.

Alden Park is an expression of the explosion in apartment construction that swept the United States, particularly in the urban northeast, during the 1920’s. In 1921 multi-family housing accounted for approximately twenty-four percent of all new residential building permits issued in 257 American cities. By 1928 multi-family housing accounted for nearly fifty-four percent of all new residential building permits, more than doubling its share of the new residential building market in only seven years.²⁷⁶

Amenities such as parking garages fostered the automobile culture, and Alden Park’s location on Wissahickon Avenue allowed tenants easy access to the city. “Alden Park has been for half a century, one of Philadelphia’s best places to live, demonstration that accommodation to the clientele is an art well worth reintegrating into modern architecture . . . Alden Park is a landmark for the city.”²⁷⁷

Post-Easement Real Estate History of Alden Park, 1981 to Present

In January, 1981, a campaign to convert Alden Park back into cooperative apartments took place. The tenants of Alden Park formed Alden Park Co-Tenants, Inc. in an effort to buy the complex for \$13 million from Isard and his associates.²⁷⁸ The tenants desired a limited-equity cooperative where “members buy shares which give them the right to occupy their apartment . . . After paying the initial share, co-op members- who are now stockholders in a tenant-formed corporation- pay a monthly carrying charge that covers the building’s blanket mortgage and all operating expenses.”²⁷⁹ The tenants stated

²⁷⁵ Ibid.

²⁷⁶ John Milner Associates, *Historic Preservation Certification Application, Part 2, 1*.

²⁷⁷ “National Register of Historic Places Inventory-Nomination Form—Alden Park.”

²⁷⁸ Leah Fletcher, “amid thunder of condomania,” n.d., Preservation Alliance for Greater Philadelphia.

²⁷⁹ Ibid.

that due to Alden Park's vacancy rate of 20% and the continuous changing ownership of the building- three times between 1975 and 1981- they began the initiative to purchase the building from Isard and his partners.²⁸⁰ Isard did not object to the co-op idea- rather, he helped make it possible. In an interview with the *Chestnut Hill Local*, Isard stated that while Alden Park Associates had already invested a fair amount of money in Alden Park to reduce the vacancy rate and improve the complex, "the cooperative plan offered the best protection to long-term residents who would be able to afford to remain at Alden Park for considerably less money than a condominium would have cost."²⁸¹ By January, 1982, the initial settling date for the cooperative, the cooperative plan had gone sour. The tenants' organization did not meet requirements imposed by their financier, the National Consumer Co-Op Bank. In addition, "crucial decisions such as the complex's purchase price and the amount of rent required from apartments of different sizes," were yet to be made by January.²⁸²

By December, 1981, Isard, Alden Park's owner²⁸³ had donated a Façade and Open Space Easement to PHPC. Most likely aware at that time that plans for a cooperative would be unfruitful, Isard and his partnership expressed interest in performing rehabilitation work on Alden Park and taking investment tax credits. Isard and his partners' hopes were to "reopen the two 'underground' parking garages, which have fallen into disuse, and plan to make considerable investments in restoration of

²⁸⁰ Gene Austin, "The Home Front: Alden Park is Going Co-Op," *Philadelphia Inquirer*, 14 June 1981, K1.

²⁸¹ Mary Jane Shelly, "Alden Park Manor goes cooperative," *Chestnut Hill Local*, 25 June 1981, 9.

²⁸² Rick Linsk, untitled article clipping, *Germantown Courier*, 20 January 1982, 3, 26, Preservation Alliance for Greater Philadelphia.

²⁸³ Murray Isard served as General Partner of Isard-Greenberg, Alden Limited Partnership, a General Partner of Alden Park Associates, Ltd., General Partner of Alden Limited according to the Deed of Façade and Open Space Easement, Alden Park, 21 December 1981.

building exteriors, lobbies and landscaping.”²⁸⁴ Isard solicited proposals for solving Alden Park’s water penetration problems and for doing an architectural and engineering survey from firms such as the Culbertson Company and John Milner Associates, respectively.²⁸⁵

By 1983, however, Isard experienced financing problems and the easement was placed in default status by PHPC. In a letter to PHPC, Isard stated that he and his partners had been trying to sell Alden Park and were being pressured by prospective buyers to not spend money on the property so that the opportunity to take investment tax credits could be marketed as a selling point.²⁸⁶ PHPC replied to Isard that, despite the easement’s default status, it would defer litigation if \$1 million to be spent on Alden Park’s rehabilitation would be set aside by September 1984. “PHPC is aware of the difficulties you are having with the property and your attempts to sell the property in a manner that would enable the purchaser to take an investment tax credit.”²⁸⁷ In April, 1984, PHPC reminded Isard of the Minimum Maintenance requirements in the easement deed and by May, PHPC contacted Isard regarding “serious structural problems” at the Manor Garage.²⁸⁸ Finally, on May 14, 1984, Isard-Greenberg, Alden Limited Partnership sold its interest in Alden Limited and Alden Associates to F. Bruce Corneal, Jr., on behalf of a partnership between the Corneal Group and Algernon-Blair Group, Inc.- known as

²⁸⁴ Alden Park Fact Sheet.

²⁸⁵ Culbertson Company to Murray Isard, 25 June 1981, Preservation Alliance for Greater Philadelphia; John Milner to Fern Dannis, 22 January 1982, Philadelphia Historical Commission.

²⁸⁶ Murray Isard to Bill Blades, 29 August 1983, Preservation Alliance for Greater Philadelphia.

²⁸⁷ Robert Shusterman to Murray Isard, 21 October 1983, Preservation Alliance for Greater Philadelphia.

²⁸⁸ Summary of Restoration and Maintenance Requirements, 4 April 1984, Preservation Alliance for Greater Philadelphia; Bill Blades to Murray Isard, 2 May 1984, Preservation Alliance for Greater Philadelphia.

the Corneal-Blair Joint Venture (“Corneal-Blair”).²⁸⁹ Isard’s partnership never took rehabilitation tax credits on Alden Park but, because it was able to take the easement deduction, it may have profited from the sale to Corneal-Blair.²⁹⁰

Shortly after Corneal-Blair purchased Alden Park, PHPC met with them to discuss the easement and the work that needed to be done on the building. In August, 1984, Corneal-Blair assured PHPC that the façade and open space renovation work would be completed around April, 1987 with the initial studies required by the easement scheduled to commence on August 31, 1984. These studies were to be completed by April 1, 1985, with separate studies on the roof and garages to be completed by November 1, 1984. In return, PHPC would declare the easement in good standing and defer any litigation as long as Corneal-Blair remained on schedule.²⁹¹ In addition, Corneal-Blair granted PHPC a \$500,000 mortgage to be held in an escrow account. The purpose of this mortgage was “to secure performance of certain obligations” that Corneal-Blair had under the façade and open space easements.²⁹²

By April, 1985, however, PHPC issued Corneal-Blair a Notice of Default on Alden Park’s easement due to their inability to commence required studies on time. In May, the Notice of Default was withdrawn²⁹³ and by June, PHPC received notice that Corneal-Blair had hired Cope Linder Associates to perform rehabilitation studies and

²⁸⁹ *Agreement for Purchase and Sale of Partners’ Interest* between Isard-Greenberg, Alden Limited Partnership and F. Bruce Corneal, 14 May 1984, Preservation Alliance for Greater Philadelphia.

²⁹⁰ George Thomas, telephone conversation. It is not known if the purchase price for Corneal-Blair was lower due to the easement.

²⁹¹ *Completion Agreement* between Alden Limited and PHPC, 31 August 1984, Preservation Alliance for Greater Philadelphia.

²⁹² *Indenture* between Alden Limited and PHPC, 31 August 1984, Preservation Alliance for Greater Philadelphia.

²⁹³ *Complaint in Equity*, Court of Common Pleas, undated draft, Preservation Alliance for Greater Philadelphia.

work necessary to initiate building code applications. At this time, Corneal-Blair estimated construction would begin on schedule.²⁹⁴ In late July, the Manor Garage, the Gazebo and the Gardener's House behind the Cambridge experienced extreme damage from a tornado.²⁹⁵ This damage worsened the condition of Alden Park and, by August 27, PHPC had issued another Notice of Default on the easement.²⁹⁶

PHPC continued to take legal action against Corneal-Blair to enforce the easement. Between August 8 and September 4, Robert Shusterman prepared a Complaint in Equity, a Motion for the Appointment of a Receiver, and a Preliminary Injunction on behalf of PHPC.²⁹⁷ On September 9, 1985, Corneal-Blair entered into an Escrow Agreement with PHPC. The terms of the Escrow Agreement stated that if PHPC removed the Notice of Default, Corneal-Blair would place \$103,510 in an escrow account with some of the money to be distributed to outstanding debts.²⁹⁸ Robert Shusterman stated that the money put into escrow was used for immediate repairs and was used in the building. He feels the Escrow Agreement was an effective legal action that PHPC took to enforce the easement.²⁹⁹ The Escrow Agreement was amended twice, once in October where Wolf Block Schorr & Solis-Cohen was appointed counsel to hold the escrow

²⁹⁴ Larry Ellison to Bill Blades, 5 June 1985, Preservation Alliance for Greater Philadelphia.

²⁹⁵ Jack Murphy of Alden Park to A. Robert Jaeger, 6 August 1985, Preservation Alliance for Greater Philadelphia. According to a series of letters from A. Robert Jaeger to John McGarry, General Manager of Alden Park, dating from March 31 and October 30, 1986, the Gardener's House was taken down, due to severe damage, and the land was reseeded and regraded. The Gazebo (also known as the Tea House) was repaired.

²⁹⁶ *Complaint in Equity*, Court of Common Pleas, undated draft, Preservation Alliance for Greater Philadelphia.

²⁹⁷ Robert Shusterman to Bill Blades, 5 September 1985, Preservation Alliance for Greater Philadelphia.

²⁹⁸ *Escrow Agreement* between Alden Limited and PHPC, 9 September 1985, Alden Park files, Preservation Alliance for Greater Philadelphia.

²⁹⁹ Robert Shusterman, interview.

money and was given the ability to interplead- and in November.³⁰⁰ The Second Amendment to Escrow Agreement in November stated that Alden Limited (whose interest was held in full by Corneal-Blair) had entered into a contact with Cope Linder Associates to perform work on Alden Park. The preliminary study would be completed by January 1, 1986.³⁰¹ Finally, in accordance with the terms of the Second Amendment to Escrow Agreement, Cope Linder Associates delivered the “Preliminary Study Report on Façade Deterioration, Alden Park Apartments, Manor, Cambridge, Kenilworth, Manor Garage, Cambridge Garage, Alden Hall” on December 30, 1985 (“the Cope Linder Report”).³⁰²

The Cope Linder Report alerted the owners of Alden Park and PHPC that Alden Park was in worse condition than previously thought. “Our preliminary findings show that nearly 60 years of exposure to the elements, combined with the lack of a comprehensive and on-going façade maintenance program, has resulted in façade deterioration which in several locations has progressed to dangerous conditions.”³⁰³ Years of water penetration into the masonry was compromising the integrity of the wall structure. The problem had been worsened by the “absence of through-wall flashings and weeps to route the water from the walls. Moisture has remained in the walls long

³⁰⁰ *Amendment to Escrow Agreement*, 15 October 1985, Alden Park files, Preservation Alliance for Greater Philadelphia.

³⁰¹ *Second Amendment to Escrow Agreement*, November 1985, Alden Park files, Preservation Alliance for Greater Philadelphia.

³⁰² Cope Linder Associates, “Preliminary Study Report on Façade Deterioration, Alden Park Apartments, Manor, Cambridge, Kenilworth, Manor Garage, Cambridge Garage, Alden Hall,” 30 December 1985, John Milner Associates.

³⁰³ *Ibid.*

enough, both to promote substantial rusting of steel members within the wall and to freeze and thaw during temperature cycles.”³⁰⁴

Cope Linder Associates established three priorities of repairs on Alden Park. The first priority was Class 1 deterioration, which required immediate repairs due to safety concerns. Among the issues designated Class 1 were failing roofs, buckling and bowing masonry walls and badly rusted-out steel support members. The Manor, Cambridge and Kenilworth buildings all had such Class 1 deterioration, including mortar joint deterioration, severe façade masonry buckling and bowing parapets. In addition, the window frames and lintels were deteriorating and rusted. Both garages and Alden Hall had 100% masonry joint deterioration. Class 2 deterioration, repairs that should take place within 6 months, focused on cracking and spalling of stone sills, lintels and muntins. In addition, deteriorated mortar joints and spalling of balcony sills were noted. The last priority, Class 3 deterioration, addressed moderate repairs that could be incorporated into a maintenance program. Among these repairs were minor cracking and spalling as well as deterioration of caulking. Cope Linder Associates’ recommendations included addressing Class 1 repairs immediately and determining the causes of water penetration. While noting that “it is apparent that the water penetration had occurred from multiple sources,” Cope Linder Associates recommended extensive sealing and a new roof system to prevent future penetration. Cope Linder Associates also stated that the wall conditions should be addressed by installing flashing and weep holes and sealing joints.³⁰⁵ While the Cope Linder Report successfully identified the terrible state of

³⁰⁴ Ibid.

³⁰⁵ Ibid.

deterioration at Alden Park, the owners were unable to commence the immediate repairs it recommended.³⁰⁶

Shortly after delivery of the Cope Linder Report, the Corneal-Blair partnership split, and on January 23, 1986, the Corneal Group assumed ownership of the property.³⁰⁷ Robert Shusterman feels that this new ownership threatened easement maintenance- he stated that Algernon Blair Group, Inc. had always taken PHPC's concerns more seriously.³⁰⁸ However, the Corneal Group's ownership was short-lived. Unable to continue rehabilitation studies, complete the easement maintenance and Cope Linder Report's repairs, the Corneal Group sold its interest in Alden Associates and Alden Limited to Eastview Realty ("Eastview") on June 2, 1986.³⁰⁹ In July, Eastview began efforts to obtain financing through DRG Financial Corporation for Alden Park. By the end of 1986, Eastview established a relationship with Cope Linder Associates to serve as primary architects and John Milner Associates to serve as consultants on the rehabilitation of Alden Park. On December 22, 1986, PHPC entered into an Extension Agreement with Eastview and Hudson Equities, Inc. ("Hudson").³¹⁰ The agreement stated that Eastview intended to invest \$7.6 million, loaned by DRG Financial Corporation, in the rehabilitation of Alden Park. A condition of this loan was that the

³⁰⁶ According to John Milner Associates, many of the problems with deterioration had to do with both faulty initial construction of the buildings as well as deterioration over time.

³⁰⁷ *Complaint in Equity*, undated draft, Preservation Alliance for Greater Philadelphia.

³⁰⁸ Robert Shusterman, interview.

³⁰⁹ *Complaint in Equity*, undated draft, Preservation Alliance for Greater Philadelphia. It is not known if Corneal-Blair profited from this sale.

³¹⁰ As of June 2, 1986, Eastview Realty was the sole partner of Alden Limited, the titled owner of Alden Park. Bennett Kaplan served as the General Partner of Eastview. Hudson Equities, Inc., also with partner Bennett Kaplan, was also the owner of Alden Park- the relationship between Hudson and Eastview is not clear. For the purposes of this paper, Eastview, Hudson and Bennett Kaplan are all considered to hold Alden Limited's interest and therefore title to Alden Park.

easement must be deemed in good standing by PHPC and PHPC must satisfy the mortgage. Completion dates for the rehabilitation work were extended to January 1, 1989. In addition, if the DRG Financial Corporation's financing was not in place by January 31, 1987, PHPC would be allowed to reencumber the property with a mortgage. PHPC was also entitled to a \$25,000 reimbursement for enforcing the easement during Corneal-Blair's ownership.³¹¹

While this agreement seemed promising, in March, 1987, PHPC received word from Cope Linder Associates that the project had been placed on hold.³¹² By June, PHPC's attorney Robert Shusterman began a dialogue with Eastview and Hudson's attorneys. The DRG Financial Corporation's mortgage had not been placed on Alden Park by the January 1, 1987 deadline and PHPC demanded a replacement mortgage. In addition, Shusterman stated that the conditions at Alden Park were becoming a safety concern to residents. The Cope Linder Report's Class 1 deterioration issues had never been addressed. Shusterman asked that \$1 million be placed in an escrow account to pay for the necessary repairs on Alden Park. Finally, Shusterman argued on PHPC's behalf that no easement maintenance work had been performed. To ensure that the architectural, engineering and masonry inspection specified in the deed be accomplished, PHPC demanded of Eastview's attorneys that an additional \$300,000 be placed in an escrow fund.³¹³

³¹¹ *Extension Agreement* between PHPC, Eastview and Hudson, 22 December 1986, Preservation Alliance for Greater Philadelphia.

³¹² Joseph Schwindt of Cope Linder to Bill Blades, 27 March 1987, Preservation Alliance for Greater Philadelphia.

³¹³ Robert Shusterman to David Scolnic, 18 June 1987, Preservation Alliance for Greater Philadelphia.

During the summer of 1987, Eastview came close to selling Alden Park to the Schlesinger Group. The Schlesinger Group offered to put \$40 million into the rehabilitation of Alden Park, and contacted John Milner Associates to perform architectural services.³¹⁴ Before the anticipated sale, PHPC contacted Bennett Kaplan at Hudson to ensure that PHPC had received a replacement mortgage and reimbursement for enforcing the easement. “PHPC does not wish to see this property repeatedly change hands at substantial profits to the owners while the easement obligations are ignored or deferred. I would suggest that if you are making a profit on the transaction that a portion of it be placed in escrow.”³¹⁵ The Schlesinger Group sale did not go through, however, and by September, PHPC had once again placed the easement on default status.³¹⁶ PHPC again requested Kaplan reencumber Alden Park with a mortgage benefiting PHPC and noted that work on Alden Park would not be completed by the previously agreed upon date of January 1, 1989. Once Eastview did not receive its initial funding from DRG Financial Corporation, PHPC took aggressive action to ensure that the easement was enforced. PHPC not only defended its easement during this time, but continuously contacted Eastview with regard to when work on Alden Park would be resumed. Even in the late 1980s when the real estate market was down and developers were not able to find financing, PHPC did everything in its power to enforce the easement and to compel the property owners to begin rehabilitation efforts at Alden Park.

³¹⁴ Bill Blades to Bennett Kaplan, 9 July 1987, Philadelphia Historical Commission; John Milner to Bill Blades, 5 August 1987, Preservation Alliance for Greater Philadelphia.

³¹⁵ Bill Blades to Bennett Kaplan, 27 July 1987, Philadelphia Historical Commission.

³¹⁶ Bill Blades to Bennett Kaplan, 29 September 1987, Philadelphia Historical Commission.

The future of Alden Park was questionable through the end of 1988. Up until that point, Eastview had been unable to obtain the financing necessary to meet the rehabilitation completion date of January 1, 1989. In late 1988, Eastview found the financing it needed to resume work on Alden Park through River Bank America (“RBA”). Eastview requested RBA enter into a joint venture with it “for the purpose of acquiring and upgrading the existing improvements at Alden” and provide Eastview with acquisition and construction and rehabilitation loans totaling \$52.9 million.³¹⁷ PHPC was appeared in April, 1989 when PHPC entered into a Subordination Agreement with RBA that granted it the right to reencumber the property with a mortgage.³¹⁸ In April, rehabilitation work on the Manor buildings commenced.³¹⁹

In 1989, John Milner Associates was hired by Eastview to be responsible for the exterior of the buildings, the Tax Act applications, and historic compliance with the Philadelphia Historical Commission and PHPC’s easement. Schlosser Rivera Krumholz assumed responsibility for the interior and design portion of the work on Alden Park.³²⁰ At first, the construction progress was erratic- Eastview would constantly put the project on hold without warning. Philip Scott, who served as Project Architect on the Alden Park project for John Milner Associates, stated that the primary concern was the condition of the exterior. Scott believes that repairs were done on Alden “in the nick of time. The buildings were practically pulling themselves apart. The building was actively

³¹⁷ Donald R. Parrish, Senior Vice President of RBA, *Letter of Intent*, 8 November 1988, Preservation Alliance for Greater Philadelphia.

³¹⁸ *Subordination Agreement between PHPC and RBA*, 6 April 1989, Preservation Alliance for Greater Philadelphia.

³¹⁹ Gene Austin, “Blend of Old, New Developer Bennett Kaplan Wants the Luxury Apartment Complex to Retain its 1920s Appearance and Ambiance,” *Philadelphia Inquirer*, 7 January 1990, L1.

³²⁰ Philip Scott, interview; David Hollenberg, letter to author, 3 March 2000.

falling apart.”³²¹ Between the time that surveys were done on the conditions of the buildings and the actual time construction commenced, Scott stated, snow fencing had to be put up on the left side of Kenilworth to prevent the wall from falling down. At one point, 120 square feet of brick wall fell from its 9th floor.

In June, 1989, John Milner Associates completed Part 2 of Historic Preservation Certification Application- one of the three documents needed to apply for federal investment tax credits. As previously mentioned, Part 2 describes and illustrates the work that will be done on the property. After a brief historical introduction to the property, Part 2 focused on 48 architectural features of the building followed by a “description of work and impact on existing feature” for each numbered item. Among the items described were roofs, facades, windows, doors, the lobbies, hallways, fire tower and stairs, elevators, apartments, basements and heating and HVAC systems on the Manor, Kenilworth, Cambridge, both garages, Alden Hall, the Hill House, the gatehouses, the Rumpf House and the Rumpf Carriage House buildings. For example, the Manor roof was described as “flat and not street visible. Existing roofing is deteriorating asphalt that covers up previous repairs.” The description of work for the Manor roof stated that the condition of retaining walls would be reviewed and masonry elements would be repaired and repointed.³²²

On June 23, 1989, PHPC, Alden Limited and Alden Park Associates, Eastview, Hudson, Bennett Kaplan and Ephraim Hassenfeld entered into a Settlement Agreement. This Settlement Agreement established new terms upon which Eastview would complete

³²¹ Philip Scott, interview.

³²² John Milner Associates, *Historic Preservation Certification Application, Part 2*, Number 2.

the work at Alden Park. Eastview stated it would renovate over a period of four years. Financing would be provided by RBA in the amount of \$15 million and National Westminster Bank would provide an additional \$40 million in the form of a construction loan. In addition, the lawsuit that PHPC brought against Alden Limited in February 1988 that alleged violations of the easement deed, would be dropped contingent upon the closing of the loan financing. PHPC would be reimbursed for its legal expenses spent defending the easement. Finally, Eastview committed itself to provide PHPC with monthly status updates on the progress of the work.³²³

By January, 1990, the rehabilitation project on Alden Park made headlines in the *Philadelphia Inquirer*. The goal of the rehabilitation, Bennett Kaplan stated, “is to create a luxury apartment complex that will faithfully retain the original appearance and ambience of Alden Park, which was built in the 1920s, but which will include such modern touches as central air conditioning and individually controlled heat.”³²⁴ In April, 1989, the Manor tenants were relocated to the Kenilworth or Cambridge until work on the Manor was complete roughly two years later. Work on one of the Kenilworth towers started in 1990 or 1991. In Fall 1990, Bennett Kaplan addressed the residents of Alden Park in a newsletter that boasted about the nearly finished Manor towers and the number of apartments that were pre-leased before rehabilitation was complete.³²⁵

As work progressed on Alden Park, the condition of the building, as illustrated in the Cope Linder Report, was rather grave. In February, 1991, an article published on

³²³ *Settlement Agreement*, 23 June 1989, Alden Park files, Preservation Alliance for Greater Philadelphia.

³²⁴ Austin, “Blend of Old, New Developer Bennett Kaplan Wants the Luxury Apartment Complex to Retain its 1920s Appearance and Ambiance,” L1.

³²⁵ Bennett Kaplan, “Going . . . Going . . . Almost Gone,” *Alden Park Newsletter*, Fall 1990.

Alden Park in *Building Technology* indicated that the condition of the walls in the complex was worse than previously thought. Alden Park's walls were used as a study of what happens to masonry walls that were constructed without consideration of expansion joints to compensate for brick expansion due to moisture or "concrete creep- the tendency of the material to shrink incrementally over many years under load."³²⁶ As a result, the article states, the walls at Alden Park had expanded so much that bulging of the brick veneer resulted. In addition, removal of masonry uncovered that "only a few tie-backs link the brick veneer to its structural-clay-tile backup or to the building frame. There are no weepholes and no through-wall flashing. The original mortar was permeable, and water that penetrated the wall (and plenty did) ran back out again."³²⁷ In accordance with the article, Scott stated that the rehabilitation work was costing a lot more than initially anticipated. The condition of the walls was much worse than anyone had predicted. In addition, Scott believes that Kaplan's team was continuously trying to cut costs thus leading to snags in the consistency of the work. For example, instead of using a glazing compound on the windows, Kaplan opted for a sealant- a cheaper but inferior product. Scott also remembers Kaplan insisted on open-shop workers, a mixture of union and non-union workers. He also stated that no one, including John Milner Associates, was ever paid on a regular basis. As construction progressed, John Milner Associates desired more and more distance from the project so that it would not be associated with inferior choices, such as the sealant, that Kaplan was making.³²⁸

³²⁶ James S. Russell, "Alden Park: Anatomy of a Wall Failure," *Building Technology*, February 1991, 114.

³²⁷ *Ibid.*

³²⁸ Philip Scott, interview.

In an effort to keep the project afloat financially, Kaplan benefited from the investment tax credits available for historic rehabilitations. Instead of completing the entire Alden Park rehabilitation project and then taking the investment tax credits, Kaplan opted to take the credits upon the completion of individual buildings. This means that the credits were taken before Part 3, or documentation of the finished work, was complete. While this is legal, it can be risky because if the Part 3 does not prove that all of the work set out in Part 2 was not completed, credits can be recaptured. Scott indicated that John Milner Associates actually advised Kaplan to take rolling credits. He stated that the worksite was in such disarray that completion photos of the Manor may not have earned Kaplan the credits.³²⁹ Despite the tax credit money, Kaplan was having financial problems. By October, 1990 Kaplan had slowed the pace of the rehabilitation and, in March of 1991, John Milner Associates suspended its activities as project architect.³³⁰

Suddenly- practically overnight- Bennett Kaplan left the Alden Park project and the country in mid-1992. PHPC learned of Kaplan's departure from a *Philadelphia Business Journal* article, and also learned that construction had been stopped on the project since the beginning of 1992.³³¹ The article stated that Kaplan "left the project willingly about a month ago, after concluding there was no profit in continuing."³³² An equity partner affiliated with RBA assumed Kaplan's position as a partner in Eastview while negotiations focused on refinancing the \$40 million loan from National

³²⁹ Ibid.

³³⁰ Philip Scott to Bill Blades, 6 April 1993, Preservation Alliance for Greater Philadelphia.

³³¹ Bill Blades to National Westminster Bank and RBA, 1 September 1992, Preservation Alliance for Greater Philadelphia.

³³² David Wallace, "Alden Park restoration awaits refinancing," *Philadelphia Business Journal*, 27 July- 2 August 1992, 3.

Westminster Bank.³³³ In an effort to enforce the easement and the 1993 target completion date, PHPC contacted both RBA and National Westminster Bank to obtain an update on the status of Alden Park's construction. In October, Jim Sherman, General Manager of Alden Park, responded to PHPC and confirmed that Kaplan had left and that a new financing agreement was being concluded with the mortgage debt holder, National Westminster Bank. Sherman stated that the leasing rates at the Manor were impressive and therefore Alden Park should have no problem obtaining refinancing and proceeding with construction at Kenilworth and Cambridge.³³⁴

By January, 1993, residents of the Cambridge were relocated³³⁵ and construction on the third complex began at Alden Park. At this point, construction on the Manor was finished and the right tower of Kenilworth was nearing completion. The left tower's renovation was scheduled to begin upon the completion of the Cambridge.³³⁶ Anxious for an update on the progress at Alden Park, PHPC continued to write letters to the appropriate parties. In April of 1993, Philip Scott responded to PHPC that no reports had been delivered because there had been no progress at the site. He stated that John Milner Associates had renegotiated its relationship with Eastview and was no longer project architect effective March, 1991. Instead, it stayed on the project as a consultant, concentrating on issues that affected the tax credits and the easement.³³⁷ An interview

³³³ Ibid.

³³⁴ Jim Sherman to Bill Blades, 4 October 1992, Preservation Alliance for Greater Philadelphia.

³³⁵ According to Jill Porter, "Forced Move a Blow for Alden Residents," *Philadelphia Daily News*, 9 December 1992, 11, tenants were given notice to vacate with no guarantee to move to other Alden Park apartments. Forced out during the holiday season, tenants of Alden Park were furious that their eviction came with little notice and no place to move to.

³³⁶ David I. Turner, "Apartment Work Forces Tenants to Get a Move On," *Philadelphia Inquirer*, 22 December 1992, D1.

³³⁷ Philip Scott to Bill Blades, 6 April 1993, Preservation Alliance for Greater Philadelphia.

with Scott revealed that John Milner Associates cut its role in the project due to cost concerns- no one replaced it as project architect. When RBA's affiliate took over Kaplan's post, John Milner Associates negotiated fees of 50 cents on the dollar. This was mutually agreeable, Scott remembers, because RBA was concerned about cost and John Milner Associates was "feeling less and less comfortable with some of the decisions being made. We felt they were settling for substandard solutions."³³⁸ Scott added that at a certain point, John Milner Associates wanted to distance itself from the project so that some of the inferior products that were being used to cut costs would not reflect poorly upon John Milner Associates as a firm.³³⁹

Despite John Milner Associates' limited role and monetary concerns, progress was being made on Alden Park. By July, 1993, Alden Hall was finished and masonry repairs, done by Masonry Preservation Group, were estimated to be complete at Kenilworth and Cambridge by the fall of that year.³⁴⁰ In November, residents celebrated the completion of one of Kenilworth's wings³⁴¹ and it was estimated that all construction would be complete by the end of 1994 for a total cost of \$38 million.³⁴²

By December, 1995, PHPC was yet to hear that work on Alden Park was complete. The 1994 deadline had passed and PHPC, once again, was not receiving updates on the status of the buildings. On January 3, 1996, PHPC met with Jim Sherman, George Thomas and a representative from RBA for a status meeting. After John Milner

³³⁸ Philip Scott, interview.

³³⁹ Ibid.

³⁴⁰ Philip Scott to Bill Blades, 7 July 1993, Preservation Alliance for Greater Philadelphia.

³⁴¹ Earni Young, "Alden Park Complex Back to Its Old Self," *Philadelphia Daily News*, 5 November 1993, 98.

³⁴² Sheila Dyan, "For An Old Germantown Gem, New Luster," *Philadelphia Inquirer*, 17 December 1993, F1.

Associates limited its role, George Thomas had been hired as an independent consultant on the Kenilworth and Cambridge and completed Part 3, the photo documentation portion of the tax act application.³⁴³ At the meeting, PHPC learned that in 1995, Eastview had renegotiated its construction loan with RBA and had sold its mortgage for 50 cents on the dollar to RBA making RBA General Partner of Eastview. The meeting also disclosed that the status of the buildings was nearing completion. The Manor was finished, Cambridge required its lower eight floors to be rehabilitated and Kenilworth's left tower still required interior rehabilitation. In addition, Jim Sherman expressed an interest in expanding parking for residents. Once completed, Alden Park would have 825 apartments with 760 rehabilitated.³⁴⁴

PHPC responded to the meeting by alerting Jim Sherman of easement restrictions with regard to parking expansion. In 1994, the Alden Park parking lots had been expanded onto non-eased open space.³⁴⁵ By 1996, however, PHPC asked Sherman to justify the decision that more parking was required on eased land.³⁴⁶ Sherman responded that

since Alden Park was originally built, the United States has shifted from a railroad and trolley culture that was served by train service at Cheltenham Avenue and trolleys along Germantown Avenue to an automobile culture. Though the original design of Alden Park provided for approximately two hundred automobiles in underground garages, it did not meet the current needs of a tenant group that now tends to drive to work, to shopping, to movies, and to other activities.³⁴⁷

³⁴³ George Thomas, telephone conversation.

³⁴⁴ Meeting Notes by Randy Cotton, 3 January 1996, Preservation Alliance for Greater Philadelphia.

³⁴⁵ Philip Scott to Bill Blades, 4 January 1994, Preservation Alliance for Greater Philadelphia.

³⁴⁶ J. Randall Cotton to Jim Sherman, 5 January 1996, Preservation Alliance for Greater Philadelphia.

³⁴⁷ Jim Sherman to J. Randall Cotton, 12 February 1996, Preservation Alliance for Greater Philadelphia.

Sherman estimated needing 1.1 parking spots per apartment adding up to 260 new spaces. Due to safety concerns, he added, parking needed to be in close proximity to the buildings and therefore on eased land. Sherman also argued that a water basin for the property needed to be placed on eased land. “Our present scheme for parking and for the retention basin appears to be in conflict with the easement document- but we do not believe that it is in conflict with its fundamental intention- the preservation of this landmark property.”³⁴⁸ Sherman’s argument was logical and, according to the City of Philadelphia Zoning Code, “every multiple dwelling or hotel erected in any residential district,” such as Alden Park, require one parking space per family (except in Center City).³⁴⁹ By March, Sherman hired Andropogon Associates, a landscape architecture firm, to bring Alden Park into compliance with the open space requirements of PHPC and other regulatory agencies. A surveyor was hired to develop a plot drainage map with regard to the retention basin and all paving was stopped. In addition, plans for converting the roof of the Cambridge Garage for parking were abandoned and the roof was restored to grass.³⁵⁰ PHPC approved of Alden Park’s use of Andropogon Associates, the halting of repaving parking lots and driveways at Kenilworth and Cambridge, and the resodding of the Cambridge Garage roof.³⁵¹ The need for new parking at Alden Park was understandable but raised some issues with regard to preservation. George Thomas believes that changes like adding parking keep Alden Park afloat. In order for Alden Park to remain a safe and viable place to live, Thomas stated the property needed on-

³⁴⁸ Ibid.

³⁴⁹ City of Philadelphia Zoning Code, as amended, 1 June 1998, sec. 14-1402 (2)(b).

³⁵⁰ Jim Sherman to J. Randall Cotton, 14 March 1996, Preservation Alliance for Greater Philadelphia.

³⁵¹ J. Randall Cotton to Jim Sherman, 26 March 1996, Philadelphia Historical Commission.

grade, visible and secure parking facilities close to the buildings. He recalls that Alden Park was able to avoid using easement land for additional parking.³⁵² Philip Scott agreed with Thomas and stated that although new parking affects Alden Park's original plan, the initial plan did recognize the car with the inclusion of two original parking garages. Since the Cambridge Garage is no longer working, Scott added, and keeping in mind that the original plan of Alden Park catered to the automobile culture, adding parking was a necessary step.³⁵³

In the final year of Alden Park's rehabilitation, George Thomas continued to update PHPC on the progress. In March, 1996, he informed PHPC that work on the Cambridge was finished and that the Kenilworth was nearing completion. He added that the construction road was being removed and relandscaped.³⁵⁴ By August, Thomas confirmed to PHPC that proposed new parking would integrate easement restrictions and that Kenilworth's left tower was the only remaining building being worked on.³⁵⁵ Finally, in April, 1998, Alden Park's renovations were complete. The final cost of the project totaled \$35 million and "maintained the buildings' historic facades, including soaring towers and turrets, windowed bays, and romantic balconies."³⁵⁶

Once Alden Park was completed, Jim Sherman admitted that "[O]ne of the most difficult things [in renovating] was complying with historic regulations and making it

³⁵² George Thomas, telephone conversation.

³⁵³ Philip Scott, interview.

³⁵⁴ George Thomas to J. Randall Cotton, 11 March 1996, Preservation Alliance for Greater Philadelphia.

³⁵⁵ George Thomas to J. Randall Cotton, 20 August 1996, Preservation Alliance for Greater Philadelphia.

³⁵⁶ Sheila Dyan, "A Setting of Historic Grounds for Old-World, Elegant Living," *Philadelphia Inquirer*, 13 August 1999, F1.

economically feasible at the same time.”³⁵⁷ Not only did Kaplan and later Sherman have to deal with PHPC, but all building permits for Alden Park had to be approved by the Philadelphia Historical Commission since Alden Park is a locally certified building. In addition, Eastview successfully took the investment tax credits on Alden Park which required the involvement of additional agencies. In connection with the completion of the Alden Park rehabilitation, a series of articles published between 1996 and 1997 in the *Philadelphia Inquirer* praised the convenience of suburban apartment living. One article implied that Alden Park attracted residents because people who move into suburban apartments want luxury- “that means trees, gardens and landscaping- amenities of suburban living limited by lack of space downtown.”³⁵⁸ Alden Park provided residents once again with the “amenities they’ve grown used to- without the maintenance.”³⁵⁹

Conclusions on the Success of Alden Park

While Alden Park’s real estate history experienced highs and lows, the ultimate outcome of its rehabilitation was a successful apartment complex that is thriving today. In order to understand what makes Alden Park a continued success, I will look at the opinions of persons involved with Alden Park’s rehabilitation. I will also surmise what factors have led to the continued success of the complex. Finally, I will address Alden Park’s future course of action and the importance of continued maintenance.

³⁵⁷ Sheila Dyan, “A landmark’s renovation leaves ’20s charm intact,” *Philadelphia Inquirer*, 28 April 1996, n.p.

³⁵⁸ Alan J. Heavens, “Rooms with a View,” *Philadelphia Inquirer*, 10 November 1996, R1.

³⁵⁹ Alan J. Heavens, “Luxury for Rent,” *Philadelphia Inquirer*, 14 December 1997, R1.

Some of those interviewed believe that Alden Park's unique layout and community have contributed to its continued success. Bill Blades stated that Alden Park is its own, self-contained environment.³⁶⁰ Richard Tyler agreed and stated that Alden Park's appealing location and proximity to public transportation make it appealing to renters. Tyler sees a direct correlation between Alden Park and the Mayfair House. Alden Park, as an entire complex, is more attractive than the Mayfair House both in plan and amenities. Renters liked the quality of space at Alden Park better. Germantown's universe of tenants, he stated, is limited and Alden Park was more attractive to that market. Therefore, as Alden Park was able to improve and market itself as a full-service community to renters, interest in renting at the Mayfair House declined.³⁶¹ Philip Scott characterized Alden Park's success as "amazing- it's great for Germantown, it's relatively safe and reasonably priced."³⁶² In addition to Alden Park's physical attributes, J. Randall Cotton pointed out that the rehabilitation at Alden Park succeeded because it was done in phases- a process that was possible because of the size of the Alden Park complex. Instead of renovating the entire environment at the same time, as was proposed for the Mayfair House, residents at Alden Park were relocated as renovations took place one building complex at a time.³⁶³ Robert Shusterman added that Alden Park's financing was more secure and stated that RBA and Eastview simply had more money to invest.³⁶⁴ George Thomas concluded that the mere fact that Alden Park is standing, makes it a

³⁶⁰ Bill Blades, telephone conversation.

³⁶¹ Richard Tyler, interview.

³⁶² Philip Scott, interview.

³⁶³ J. Randall Cotton, interview.

³⁶⁴ Robert Shusterman, interview.

success. “Its exterior wanted to fall off. It was there, and then it wasn’t going to be there, so that makes it a success.”³⁶⁵

The general consensus of persons interviewed was that Alden Park succeeded because it offered more that was worthwhile to save. I agree that Alden Park’s location, amenities and secure community environment was attractive to renters looking for the convenience of an apartment building with the greenery of the suburbs. Instead of debating schemes as to what purpose the building should serve, such as at the Mayfair House, there was never any debate about whether Alden Park would be restored to its original use as a luxury apartment building. In addition, Alden Park’s renovations took place in the early 1990s, not in the late 1980s when the real estate market had gone into a sharp decline. By this time, the economy was in recovery and banks were more willing and able to help developers. These factors- the rehabilitation timing, as well as the location and layout of Alden Park- have contributed to its ongoing success. The role of PHPC, the façade easement and Alden Park’s local certification were important elements in saving Alden Park, but not necessarily essential. In my next section, I will look more in detail at what Alden Park’s success and the Mayfair House’s demise says about legal requirements such as the Philadelphia Historical Commission review process and façade easements.

While Alden Park’s rehabilitation was successful, future maintenance of the property is essential to ensure that the buildings do not degenerate to their previous conditions. Philip Scott stated that Alden Park needs on-going maintenance and that with

³⁶⁵ George Thomas, telephone conversation.

solid cash flow, the managers should establish a regular maintenance program to prevent further water penetration. He added that a survey to look for steel corrosion and water penetration should be conducted every five years. The management needs to make sure, Scott stated, that they are reinvesting money back into the building. Many companies plan in the short-term and take the building's full profits. When something goes wrong with the building, the owners "unload and it's the next guy's problem. Alden Park is particularly susceptible to this."³⁶⁶ George Thomas also contended that Alden Park's management should do a phased, cycled maintenance program. While the easement minimum maintenance program is a good plan, Thomas stated, it is not always enforced.³⁶⁷ While PHPC's maintenance program is in the easement deed and therefore mandatory, PHPC does not have the money nor the engineering and technical sophistication that this particular property requires, to continuously enforce all violations. If Alden Park's management does, however, follow the maintenance program and proceeds to invest money in the buildings, Alden Park will no doubt continue to flourish.

³⁶⁶ Philip Scott, interview.

³⁶⁷ George Thomas, telephone conversation.

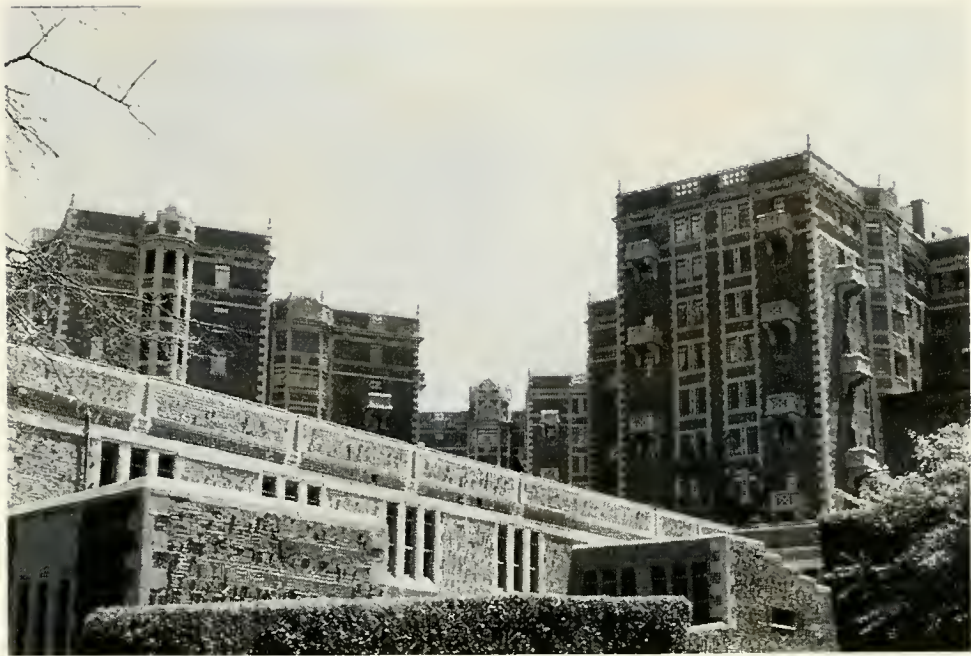


Figure 12. Alden Park, May 1999. Alden Hall in foreground, Manor in background.



Figure 13. Alden Park, May 1999. Kenilworth Building.



Figure 14. Alden Park, May 1999. Manor Building detail.



Figure 15. Alden Park, May 1999. Manor Building balcony.



Figure 16. Alden Park, May 1999. Parking in foreground, Cambridge Building in background.



Figure 17. Alden Park, May 1999. Main Entrance.

Chapter VI: Similarities Between the Mayfair House and Alden Park

The Mayfair House and Alden Park share multiple similarities despite their different outcomes. In this section, I will address some of the properties' common characteristics and conclude whether or not any of these similar factors influenced the respective success or demise of the properties.

Both the Mayfair House and Alden Park are located in the Mount Airy/Germantown section of Philadelphia. Built just a few miles from one another, each property is on a relatively major thoroughfare. The Mayfair House, however, is located directly on Lincoln Drive while Alden Park is set back from the less busy Wissahickon Avenue. Despite the common locations of the properties, however, the settings, layout and clientele of the buildings were quite different. In fact, the only similarity with regard to building placement was their common location in Philadelphia- their layout is entirely different. In this sense, both buildings were subject to the same general crime rate and proximity to shopping. In my next chapter, I will elaborate on the differences between the layout and landscape of the Mayfair House and Alden Park.

When the Mayfair House and Alden Park were built in the mid-1920s, both were tailored to meeting the needs of upper-class renters. High-rise luxury apartments could be marketed as offering the convenience of renting without the burdens of city life. The setting on the edge of Fairmount Park provided a more peaceful environment for those who wanted to escape from the city and the burden of owning a home but who wanted convenient access to the city. Both structures catered to the new automobile. Despite the Mayfair House's lack of adequate parking facilities, its location afforded tenants

proximity to the new boulevard- Lincoln Drive. Alden Park's original plan included two large parking garages foreseeing that the automobile was the future of suburban living. Both buildings offered easy access to nearby public transportation as well.

Not only did both buildings appeal to those who wanted choices other than owning a single-family home, but physically, they resembled each other. In an effort to capture the conservatism of Philadelphia and the Anglophile attitude of the 1920s, the Mayfair House and Alden Park were inspired by traditional upper-class English domestic architecture. Whether the Georgian Revival of the Mayfair House or the Renaissance Revival of Alden Park, both buildings were richly decorated and detailed with brick masonry and stone detailing. Even as modern high-rise buildings that offered modern amenities, the Mayfair House and Alden Park's traditional brick facades presented a stately alternative to center city living.

In the early 1980s, the owners of both the Mayfair House and Alden Park donated façade easements on their properties and nominated their properties to the National Register. Though the owners' intentions were to take the easement tax deduction, they did thereby make a legally binding public commitment to preserve the facades and, in the case of Alden Park, open space of their buildings. In addition, both buildings were certified by the Philadelphia Historical Commission obligating owners to gain approval for any alterations, addition or demolition through the Philadelphia Historical Commission review process.

As previously mentioned, owners who donate a façade easement and nominate their properties to the National Register are required to perform certain maintenance on their structures as stated in the easement deed. In the case of the Mayfair House and

Alden Park, both of the owners who donated the easements sold the properties prior to undertaking work that would allow them to claim rehabilitation tax credits. With respect to the Mayfair House, J.E. Marks did not intend to perform any major rehabilitation work on the building, other than the work described in the easement deed, when he donated the easement. When subsequent owners of the Mayfair House attempted to perform a major rehabilitation, none of them was ever able to successfully claim the tax credits. Although Mayfair Renaissance, a New York partnership that most likely purchased the Mayfair House at an inflated price in the mid-1980s, started the tax credit process, it went bankrupt as the economy soured. When Arnav became owner of the Mayfair House, maintenance was easy to defer since Arnav was located in New York as well. The owners of Alden Park were more successful taking the tax credits. Not until the ownership of Eastview, however, was the rehabilitation of Alden Park taken seriously. Like the Mayfair House, Alden Park also suffered from owners who were not native to Philadelphia. Corneal-Blair, with corporate headquarters in State College, Pennsylvania and the South, failed to effectively restore Alden Park. In retrospect, the real estate histories of the Mayfair House and Alden Park are quite similar. Owners who donated easements, but did not perform rehabilitation, wound up passing on easement obligations and the necessity of rehabilitation work to subsequent owners. In addition, owners that were not local to Philadelphia failed to take tax credits and perform adequate rehabilitation of the buildings.

Finally, both the Mayfair House and Alden Park were subject to the legal actions and intervention of PHPC. In an effort to defend its easements, PHPC took an active role in letter campaigns and, at times, legal action, to protect its interest in the properties. On

the basis of the easement deeds, PHPC was able to enforce maintenance of the structures as well as perform annual inspections of the sites. Although PHPC lacked the money to bring a legal suit every time the easements were violated, it was able to take effective actions by issuing notices of defaults, complaints in equity and by filing *lis pendens* actions. With respect to the Mayfair House, PHPC established a ‘paper trail’ that showed that it legally defended its easement, in accordance with IRS guidelines, until a court order was issued to extinguish the easement. Likewise, PHPC’s efforts at Alden Park, such as issuing notices of default, effectively helped nudge the developers and financiers to continue their rehabilitation. While PHPC was not alone responsible for the demise of the Mayfair House or the prosperity of Alden Park, its efforts to enforce the easements should be considered successful.

The Mayfair House and Alden Park were also subject to the Philadelphia Historical Commission’s review process with regard to the building permits necessary to complete rehabilitation. Although L&I’s attempt to bypass the Philadelphia Historical Commission with respect to the Mayfair House called into question the Philadelphia Historical Commission’s review process regarding city-owned properties, a court ultimately found that even L&I must go through the review process, in most cases, to obtain demolition permits for certified buildings. When the Financial Hardship Committee recommended demolition of the Mayfair House to the Philadelphia Historical Commission, it had followed all protocol and was satisfied that the evidence showed that no viable alternatives existed for the Mayfair House. Like PHPC, the Philadelphia Historical Commission’s efforts to defend the Mayfair House were successful- Richard

Tyler stated that approving a historic building for demolition is an unavoidable part of the Philadelphia Historical Commission's job: "we recognize that some will have to go."³⁶⁸

The Mayfair House and Alden Park share some similarities in their initial purpose as luxury apartment buildings located in the suburbs and in their histories as properties encumbered by easements and Philadelphia Historical Commission restrictions. It is their differences, however, that contributed to their ultimate outcomes.

³⁶⁸ Richard Tyler, interview.

Chapter VII: Differences between the Mayfair House and Alden Park

While the Mayfair House and Alden Park are located less than a mile from one another, the setting of each property differs tremendously. The Mayfair House is a single structure located on a small plot of land in Mount Airy and is built right to its property line on three facades. Single-family homes surround the Mayfair House, as does Fairmount Park land. The Mayfair House does not have any yard or parkland specifically for the use of Mayfair House tenants. The backyards of the adjacent single-family homes directly abut the Mayfair House- the smaller homes are overshadowed by it. Perhaps most importantly, the Mayfair House lacks adequate parking facilities. When the building was constructed, the era of the automobile was just beginning. Because public transportation in the form of a trolley was located within walking distance from the building, only minimal parking was provided underneath the building. As the use of the automobile in the suburbs progressed, however, the Mayfair House became handicapped by its site. Families that required cars could simply not live at the Mayfair House- limited underground and street parking did not suffice for its 244-units. Though later developers, such as Israel Roizman, acknowledged this problem and devised plans to integrate additional parking into the Mayfair House itself,³⁶⁹ efforts were unsuccessful. In an era where the automobile is a staple and the areas immediately outside Center City are supposed to offer land and open space, the Mayfair House was unable to provide either parking or acreage for its tenants.

³⁶⁹ George Thomas, telephone conversation.

Alden Park, however, did not suffer from the Mayfair House's lack of parking and land. Rather, Alden Park's original plan integrated two large parking facilities into the complex. As the use of the automobile increased in importance, parking facilities at Alden Park expanded onto the open space of its ample acreage. Today, Alden Park offers the use of the Manor Garage as well as outside, lit parking just steps away from all three complexes. In contrast, most of the Mayfair House's tenants were forced to park on the street, which provided only limited space. Despite the fact that both facilities were constructed within a few years of one another, Alden Park offered more amenities to its residents and marketed itself as a community. While the Mayfair House not only lacked a yard, there were no sports facilities for tenants. Alden Park, however, provided Alden Hall which boasted a large, tile decorated swimming pool with a retractable roof as well as a gymnasium with men's and women's locker rooms. In addition, tennis courts, a golf course and a skating pond were all elements of Alden Park's original plan. Not only did Alden Park provide its residents with such organized activities as a theater company, golf matches and carol singing,³⁷⁰ but there were, and still are today, acres of landscaped greenery. This open space provides Alden Park with its country setting- rolling hills of grass surrounded by trees. The Mayfair House's setting, however, is as compact as an apartment building in Center City with none of the conveniences of city living. These differences have played a crucial role in the fate of both buildings. When Alden Park was restored, only its structures were mended, some parking added and its landscape replanted. Nothing in Alden Park's original plan required much changing- the elements

³⁷⁰ Anne Jenkins, former Alden Park resident, to Richard Tyler, 13 November 1982, Philadelphia Historical Commission.

for a successful apartment complex were already in place. In order to salvage the Mayfair House, however, more parking and open space would have been required. The Mayfair House never offered, and could never offer, the amenities of Alden Park, its closest nearby competitor.

With regard to the feasibility of rehabilitating both facilities, Alden Park was never completely vacated. This is an important point because it means that the buildings at Alden Park were never stripped of their contents or vandalized. Residents of Alden Park continued to live on site during the rehabilitation- the buildings never suffered from vagrants inhabiting the structures or pillaging their contents. Once the Mayfair House was vacated in 1989, however, vagrants and biker gangs inhabited the structure illegally. Plumbing and pipes were ripped from the walls as well as radiators and paint. When developers tried to rescue the building, their efforts were made that much harder by the condition of the building. Instead, effort turned to sealing the building to prevent future break-ins. Rehabilitation at Alden Park remained a viable option because of the physical state of the site. Despite the poor condition of the wall structures at Alden Park, basic plumbing, windows and flue systems remained intact. When efforts were made to restore the Mayfair House, however, the building had deteriorated to such a poor state that the interiors were unsalvageable. The only basic element of the building that was intact was the integrity of the structure itself.

During the rehabilitation of Alden Park, the tenants were generally pleased with the on-going work. Though some articles disclosed that residents were aggravated with the need to move out of their respective buildings during rehabilitation, the general

consensus was that the Alden Park rehabilitation was a success.³⁷¹ Neighbors surrounding the Mayfair House, however, took an active voice in the call for demolition. The local neighbors organized themselves into a powerful group that gained both political pull and publicity from the media. The Mayfair House Coalition wrote letters to PHPC, the Mayor and City Council consistently complaining of the grave conditions of the building adjacent to their homes. They provided a strong presence at hearings and even sued the Mayfair House's owners for damages due to their violations in sealing the building. The neighbors of the Mayfair House played an integral role in the call for demolition. George Thomas even suggested that Roizman's plans for rehabilitation ultimately failed as a result of the neighbors' influential political connections.³⁷² Alden Park, in contrast, never experienced organized protest against the owners' plans for the property.

With regard to financial incentives, Alden Park benefited successfully from federal rehabilitation tax credits. Despite numerous financial difficulties, Eastview was able to claim the tax credits for its work on the rehabilitation of Alden Park. These credits rendered the costs of the project more manageable and contributed to the success of the rehabilitation. The owners of the Mayfair House, however, were never able to claim the tax credits. There were repeated attempts to initiate the work necessary to take the credits by several owners of the Mayfair House, but due to the state of the economy and the owner's lack of money, these efforts failed.

³⁷¹ J. Randall Cotton indicated that, as of April, 2000, the Kenilworth left tower was never rehabbed on the exterior and residents of that tower are currently complaining. In the grand scheme, however, the overall rehabilitation of Alden Park should be considered a success.

³⁷² George Thomas, telephone conversation.

Finally, there are fundamental differences in the easement deeds of each property. Alden Park's deed is written in more general, performance-based language allowing more flexibility for the owners. The language of the Mayfair House deed, in contrast, is more specific and sets more rigorous guidelines. It is possible that this confining language was too particular and therefore its requirements could not be met considering the owners' financial restrictions. As discussed in Chapter III, however, further insight into this issue reveals that the deed language played little role in the histories of each building. The work that was or was not performed on each building was not a result of the deed language. The work at Alden Park would have required the types of studies the easement deed anticipated- whether there was or was not an easement on the property. The rehabilitation at Alden Park was a success due to the financial backing of RBA and National Westminster Bank and the tax credits. In addition, the conditions under which the rehabilitation took place were important. For example, the completion of the rehabilitation in phases allowed incremental tax credits to be taken as well as minimal displacement of residents. Also, the fundamental integrity of the Alden Park development was intact. Apartments still offered fireplaces, ceiling moldings and hardwood floors while Alden Hall and its retractable roof and pool were easily restored to their original splendor.

The specific language of the Mayfair House deed was only a minor imposition to its owners. The lack of repairs performed at the Mayfair Houses was not a result of deed language that was too specific. Instead, the economic climate of the mid-to-late-1980s contributed to the financial difficulties experienced by the Mayfair House's owners and their ultimate inability to perform maintenance tasks. In addition, the intent of certain

owners to “flip” the property, such as Ronald Caplan, was not beneficial to the Mayfair House. Robert Shusterman indicated that Arnav’s lack of funding as a mortgagee was a large influence in the Mayfair House’s demise. At a critical time when the Mayfair House could have been properly sealed and then restored with tax credit money, Arnav was unable to meet even the most lenient of maintenance schedules.³⁷³ Therefore, despite the varied language in the easement deeds, the deeds played little role in the rehabilitation work that was or was not performed at Alden Park and the Mayfair House.

³⁷³ Robert Shusterman, interview.

Chapter VIII: Summary of Results

In this chapter, I will look at the role of the façade easement with regard to each building and determine whether or not the easements benefited the buildings. I will also examine the “in perpetuity” clause in the easement deeds and its role as a preservation tool. In this chapter, I will also summarize the opinions of those interviewed as to why Alden Park is a success and the Mayfair House is being demolished. My conclusions with respect to why one property failed and the other prevailed will be summarized in the final chapter of this thesis.

The Role and Influence of Easements as a Preservation Tool

It has already been established that PHPC did an admirable job in defending its easements. In addition to conducting annual inspections of Alden Park, PHPC continuously requested status reports on the rehabilitation to assure that proper, historically sensitive methods were used. In addition, it took legal action to enforce the easement, making sure that the owners did not discount the importance of the easement, its obligations and its maintenance schedules. With respect to the Mayfair House, PHPC established a ‘paper trail’ to prove that the easement was enforced to the best of its abilities. When demolition prevailed, PHPC defended the easement into court to show that legally, it had done everything in their power to enforce the easement’s perpetuity clause.

While PHPC involved itself in the events of each property’s history to protect its interest in the structures, the question of how important the easements were with respect

to preservation persists. An interview with J. Randall Cotton, who currently manages the Preservation Alliance's easement program (the successor of PHPC and holder of PHPC's easements), revealed that while the Preservation Alliance has the ability to "nudge" owners in times of easement default, it cannot by itself change the course of events. "When a property is in trouble, the Preservation Alliance is just another voice in the choir- we only contribute to the outcome."³⁷⁴ Cotton added that when owners are in financial trouble, there is little the Preservation Alliance can do. "You can't get blood out of a stone- we can influence a process such as a loan or sale if the easement is in default but we can't work miracles."³⁷⁵ The Preservation Alliance does not generally have much influence in getting troubled properties back to economic viability, Cotton stated. In order to succeed, the real estate market must be healthy. While non-profit organizations such as the Preservation Alliance can not save a building by itself, structures that are encumbered by an easement do have advantages. As an architect in the preservation field, Philip Scott believes that easements are helpful tools that help exert pressure on the owner to perform historically appropriate improvements on the building. Scott stated that the easement on Alden Park was a useful tool that compelled the owners not to ignore preservation issues.³⁷⁶ Richard Tyler concurred that without easements, many historic buildings would be gone. At the same time, he added, "it is not we who save buildings, it is capital that saves them. If the money isn't there, then even easements can't help."³⁷⁷

³⁷⁴ J. Randall Cotton, interview.

³⁷⁵ Ibid.

³⁷⁶ Philip Scott, interview.

³⁷⁷ Richard Tyler, interview.

The perpetuity clause in easement deeds indicates that the building is to be preserved forever. If this is the case, then the question of why the Mayfair House is being demolished must be addressed. The answer is that while perpetuity clauses exist in easement deeds with the intent to preserve the building for all time, the reality is that not all buildings will last forever. Robert Shusterman stated that the preservation community should expect failures at times. He added that the perpetuity clause does mean, however, that the destruction of a building can be delayed and reevaluated. Shusterman explained, “many buildings that could have failed won’t- due directly to easements.”³⁷⁸ J. Randall Cotton stated that there is language in easement deeds that addresses changed circumstances and extinguishment. These clauses are included because the law recognizes that legal agreements may outlive the ability to enforce the original purposes.³⁷⁹ Philip Scott believes that the perpetuity clause, while not always effective, is a necessity. One has no idea, he stated, how long a building will last or what its circumstances will be. Therefore, we must assume it can be there forever. But, Scott added, “when a building is not economically feasible, there is nothing a little façade easement can do.”³⁸⁰ Richard Tyler agrees that perpetuity “is a long time. But you can save buildings if you are halfway sensitive for a long time. The key is to look at buildings as cultural historical documents, not priceless flies in amber.”³⁸¹

Perpetuity clauses are an attribute of easements. Despite the fact that the clause cannot prevent the demolition of all historic buildings, it does prioritize a preservation

³⁷⁸ Robert Shusterman, interview.

³⁷⁹ J. Randall Cotton, interview.

³⁸⁰ Philip Scott, interview.

³⁸¹ Richard Tyler, interview.

agenda and offers the necessary public benefit on which a charitable tax deduction depends. The perpetuity clause prevents future owners from neglecting the building or making historically insensitive changes to its façade altering its historic character. One disadvantage of the clause is the lack of benefit to subsequent owners of the structure. While the donator of the easement is able to take a tax deduction, subsequent owners must comply with a deed that offers them little monetary advantages. While subsequent owners should be able to benefit from a reduced sale price of the building, this does not seem to have been the case with respect to the Mayfair House and Alden Park. When developers who owned both respective facilities “flipped” the properties in a quick sale, they most likely took profits from inflated sale prices. In addition, J. Randall Cotton indicated that there may not be a sufficient reduced property tax advantage that continues with easements. “Most easement owners could go to the Board of Tax Review for reassessment, but the devaluation once the façade is in place may not be counted for that much. If they get reassessed, the property could be assessed for more if substantial improvements have been made.”³⁸²

Rarity of Easement Extinguishments/ Demolition Amendments

Easement programs are relatively new programs in contrast to the buildings that they protect. As easement programs, such as the one at the Preservation Alliance, continue to expand and cover more structures and land, it should be expected that some

³⁸² J. Randall Cotton, interview. Cotton indicates that this recommendation to not reassess is not the case with an open space easement. Owners of open space easements should have their property reassessed since they have given up the right to build on valuable land.

buildings will be demolished. The Mayfair House is the first building encumbered by a façade easement held by the Preservation Alliance to be demolished. Before demolition, the Preservation Alliance had the court extinguish the easement so that during demolition, the building would not be encumbered by the easement. The Preservation Alliance's experience with getting an easement extinguished and accepting demolition of a building that was previously encumbered by an easement, is extremely rare. The Preservation Alliance's process through which it defended its easement was not routine, but rather a completely new process. Currently, J. Randall Cotton is only aware of two other situations where a building encumbered by an easement has been demolished. I will examine the events in Provo, Utah that led to the demolition of the Brigham Young Academy Square structures ("Academy Square").

In 1986, an easement on Academy Square, the lower campus of Brigham Young University, was conveyed to the Utah Heritage Foundation ("UHF"). The easement covered several buildings, which together comprised Academy Square, including the Arts Building, the Training Building, College Hall and the Education Building. When plans for demolition of Academy Square surfaced, "UHF approached the . . . situation with the mindset to save the buildings."³⁸³ Instead of extinguishing the easement, like the Preservation Alliance, UHF amended its easement to allow for selective demolition of the buildings. "Maintaining an easement program in good standing has always been a priority for the Utah Heritage Foundation and by *not* extinguishing any easements, we

³⁸³ Kirk R. Huffaker of the Utah Heritage Foundation to Robert Shusterman, 19 May 1999, Preservation Alliance for Greater Philadelphia.

believe we maintain the highest level of strength in the view of the judiciary.”³⁸⁴ In 1996, UHF and Provo City agreed to a Stipulation to Stay Litigation. This Stipulation was supplemented in 1997 and stated that Provo City agreed to relocate the Provo City Library to Academy Square. In return, UHF agreed to amend its preservation easement to allow for demolition of certain structures.³⁸⁵ In an Amendment to Grant of Rights, Easements and Limitations, UHF’s preservation easement was amended to allow for demolition of the Arts Building, the Training Building, College Hall, the heating plant and two chemical bunkers. The Education Building was preserved. This amendment stated that the demolition of Academy Square (except the Education Building) was contingent upon the construction of a New Provo City Library.³⁸⁶

The events in Provo, Utah, where the easement deed was amended to allow for demolition, and the extinguishment of the Mayfair House easement deed, stress the rarity of demolitions of buildings encumbered by an easement. As easement programs become more widespread nationally and cover more and more structures, there is no doubt that future extinguishments or amendments allowing for demolition will occur. Today, however, they remain rare and little guidance is available to non-profit organizations on how to extinguish or amend easements. The Preservation Alliance’s experience with extinguishment and demolition of a building previously encumbered by a façade easement, for now, remains a rare event.

³⁸⁴ Ibid.

³⁸⁵ *Provo City v. Utah Heritage Foundation*, Civil No. 940400719, 25 March 1997, Preservation Alliance for Greater Philadelphia.

³⁸⁶ *Amendment to Grant of Rights, Easements and Limitations*, 28 March 1997, Preservation Alliance for Greater Philadelphia.

Reasons for Success and Demise

In this section, I will present the opinions of those interviewed as to why the Mayfair House failed its easement and preservation goals and why Alden Park is a thriving apartment complex today.

Two main theories exist for what led to the ultimate success or demise of each property. First, several of those interviewed believe that the future of each property was reliant upon the economy and the investment capabilities of the properties' owners. J. Randall Cotton believes that both properties were vulnerable to market pressure. In the case of Alden Park, rehabilitation took place in the early 1990s when the economy was beginning to perk up. In addition, the rehabilitation was phased, preventing the complex from being vacated entirely. Mayfair House, on the contrary, had to be almost entirely vacated to perform a total rehabilitation. Once the tax law changed in 1986, Cotton stated that "the lack of money and vacating of the building spun it into a terrible cycle of deterioration." Cotton said that one must also consider the constraints of the Mayfair House such as the lack of parking and amenities.³⁸⁷ Robert Shusterman believes that Alden Park succeeded because Eastview and RBA were able to invest more money than were the owners of the Mayfair House. Shusterman stated that the lack of parking at the Mayfair House contributed to its dearth of additional investors but he still contends that the right investor could have restored the building. Instead, Arnav's lack of ownership experience and money led to the final decline of the Mayfair House.³⁸⁸ George Thomas also concurred that bad economic timing led to the demise of the Mayfair House. He

³⁸⁷ J. Randall Cotton, interview.

³⁸⁸ Robert Shusterman, interview.

stated that “with the change in the tax law, real estate in general lost about 30% of its value and big commercial [buildings are] what suffered most. Investors that had just bought the building at inflated prices were crushed by the change in the tax law.”³⁸⁹ Finally, Richard Tyler believes that if there had been a committed investor in the early 1980s that made an effort to take the investment tax credits, the Mayfair House could have been saved. By the late 1980s, however, Tyler believes that the opportunity for an investment commitment was lost. Since Alden Park was its own self-contained community offering access to public transportation, parking, and amenities, Tyler feels there was never any serious threat of losing the complex.³⁹⁰

The second theory of those interviewed is that the Mayfair House’s lack of parking and confining lot size led directly to its demise. Bill Blades feels that the demolition of the Mayfair was due to three factors. First, the parking issue prevented reasonable interest in the building. Blades added that no one ever performed a feasibility study with respect to getting land donated from Fairmount Park for additional parking. Secondly, the economic timing of rehabilitation was to Mayfair House’s disadvantage. Finally, Blades believes that the deteriorated condition of the Mayfair House made it unattractive to developers in the 1990s.³⁹¹ Philip Scott believes that parking was the number one reason the Mayfair House could not succeed. In addition, he added that the lack of proximity to public transportation made the Mayfair House unattractive to prospective residents. Finally, Scott contends that people who live in the Mount Airy

³⁸⁹ George Thomas, telephone conversation.

³⁹⁰ Richard Tyler, interview.

³⁹¹ Bill Blades, telephone conversation.

section of Philadelphia desire a change of lifestyle. The Mayfair House, however, is on a confined lot and does not offer the advantages of a setting with acreage. Alden Park, however, offers something unique to people. Because homes are so affordable in the area, Scott believes that Alden Park has to be a special place in order to persuade people not to buy their own home.³⁹² Stephen Kazanjian also attributes the Mayfair House's failure to parking. The location of Alden Park and the actual structures at Alden Park are not superior to the Mayfair House, Kazanjian contends. The difference, he stated, was land and parking. Alden Park offers secure, lit parking and open space. He concludes that the Mayfair House never should have been built on its constricted lot. The plot is too confining and lacks all amenities.³⁹³

In agreement with Kazanjian's views regarding the Mayfair House's lot size, neighbors of the Mayfair House believe its failure was due to its location and setting. Joel Sweet states that the Mayfair House is crammed into a tight area with no land around it for parking or a pool. The building is immediately next door to single-family homes, limiting the building's uses. Alden Park, in contrast, "is its own campus."³⁹⁴ Mayfair House neighbor Fred Dedrick feels that Alden Park and the Mayfair House are not comparable buildings. One, he states, is a huge development and the other is a single building on a small footprint in the middle of a residential area. Dedrick questions how the Mayfair House was ever zoned to be built in such a residential neighborhood.³⁹⁵

³⁹² Philip Scott, interview.

³⁹³ Stephen Kazanjian, telephone conversation.

³⁹⁴ Joel Sweet, telephone conversation.

³⁹⁵ Fred Dedrick, telephone conversation.

Finally, one demolition worker at the Mayfair House site commented, “I’ll tell you what went wrong with the Mayfair House- it just got old.”³⁹⁶

³⁹⁶ Demolition worker, comment to author at site, October 1999.

Chapter IX: Conclusion

I believe that the Mayfair House failed for two basic reasons. For one, the building was suffering due to inherent problems of location. The building has no surrounding land and, as a result, no outdoor parking. In today's automobile dependent world it seems nearly impossible to market a suburban apartment building without parking. If the Mayfair House had been located in Center City, however, its lack of sufficient parking would not be an issue and no doubt the structure would survive today. The Mayfair House was built as an alternative to owning a home and living in the city, while retaining the conveniences of apartment living. The Mayfair House, however, offered little parking or land, like in the city, with all of the inconveniences of the suburbs, such as the requirement of a car to commute to work and shopping. The trolley line that once lay near the Mayfair House is gone and public transportation was no longer a viable option for residents. The Mayfair House's lack of land cannot offer solitude to people who want apartment living outside of the city. There are no amenities, such as a pool, and no acreage for grass, trees or recreation. The Mayfair House's initial purpose, a city-like apartment building with the restfulness of the suburbs, is what led to its very demise.

While the acres of land at Alden Park recall the countryside even today, the Mayfair House lot is equally as dense as a city location. In addition, because the Mayfair House has no grounds, its neighbors live in close proximity. When problems with the Mayfair House arose, the neighbors were very aware of the vandals that occupied the vacant building. Open windows and flying paint chips could not be ignored by the

neighbors living just feet away from the structure. At Alden Park, however, boarded up windows could be easily overlooked since there is so much surrounding land. There was never any way to hide the fact that the Mayfair House was not properly sealed for the winter or that there were homeless were living in its halls since the building was directly adjacent to neighbors' homes. The neighbors were very aware of the neglect the Mayfair House was suffering and the illegal residence of vandals. As a result, they formed a coalition to save their neighborhood from the falling real estate values the Mayfair House was creating. Their voice and political pull were influential in the decision to demolish the building.

The second issue regarding the demise of the Mayfair House can be described as a bout of bad timing. When New York developers Mayfair Renaissance purchased the building in 1986, its condition was already in decline. An article published in 1980 disclosed residents' concerns about running water and deteriorating conditions. Still, when PHPC accepted the easement in 1981, the building was in reasonable condition. It was legitimately accepted to the National Register as well. During the mid-1980s, and in the years leading up to 1986, I argue that PHPC did not do enough to enforce its easement. Before violation notices began to flood into Mayfair House management in the late 1980s, PHPC should have been able to detect problems with the easement and enforce its maintenance programs. In January 1989, L&I evicted the remaining Mayfair House residents. It is also possible that L&I was not aggressive enough in enforcing its earlier notices. Still, the final decline of the Mayfair House took place when the New York owners ran out of money, could not complete their tax credit applications and essentially abandoned the building after the 1989 eviction. This behavior was most likely

attributable to a bad economic climate in the late 1980s. When the building was not properly sealed immediately following its vacation, in 1989, I believe there was no reasonable hope for future rehabilitation. Battles ensued to seal the building properly and efforts to find a new, reputable owner by PHPC failed. By the time legitimate developers were looking into schemes to develop the building into an elderly care facility, estimates were coming in at excesses of \$30 million- a figure far too large for a reasonable investor.

I believe that the Mayfair demolition could not have been prevented as a result of the inherent problems with the building- the fact that it had simply outgrown its original use. The Mayfair House could not survive the lack of parking and land, coupled with bad economic timing and a series of indifferent owners. Some preservationists feel this demolition is a loss to the preservation community while others, such as the neighbors, are relieved to see it go. Even the Preservation Alliance's staff admits that the perpetuity clause in the easement deed can not literally mean forever. The important issue for PHPC was properly defending its easement and insuring that demolition efforts went through the proper channels of review.

With regard to Alden Park, the same two issues that led to the demise of the Mayfair House have benefited or not adversely affected Alden Park. First, the location of Alden Park is a positive factor- its sense of community and almost campus-like environment, attracts residents. Alden Park is laid out on multiple acres and consists of six striking apartment towers, a pool, two garages original to the plan and a host of other small structures. Alden Park was built to provide a country getaway, a resort environment with multiple amenities and most importantly an alternative to city living.

Many of the amenities that were part of Alden Park's original plan are still offered today. While the original golf course and skating rink no longer exist, Alden Park still boasts acres of land and paths, a tiled pool and gym and all the modern conveniences of home with fireplaces, and 24-hour maintenance and security. Alden Park, unlike the Mayfair, has been able to adjust to the changing modes of transportation. Not only did Alden Park's architect incorporate two garages into its original plan, but Alden Park's abundance of land has allowed it to expand parking and today offers free parking for the first car of each unit. Unlike at the Mayfair House, no neighbors group could harm Alden Park- there are simply no single-family homes are immediately near the six towers on the property. Alden Park truly exists as a community within itself.

It is not fair to say that Alden Park was not affected by the sour economic climate in the late 1980s and early 1990s. There were legal snags and Alden Park did have to endure a lengthy rehabilitation and adjustment in management. Rehabilitation work schedules were constantly changing and, like the Mayfair House, a constant succession of owners proved to be a problem. I argue that Alden Park, however, was in better condition³⁹⁷ than the Mayfair House when rehabilitation began. There was an incredible amount of work to do on Alden Park, but it was possible. There was never any full eviction, rather residents were shuttled between buildings and the rehabilitation was done in phases. While there were financing problems and multiple periods of stalling, the work at Alden Park slowly pressed on. Having great confidence in the features of Alden

³⁹⁷ While the condition of the wall structures at Alden Park were grave, Alden Park's buildings were not vandalized or vacant. Alden Park was not boarded up nor was it vandalized and stripped of plumbing and other fixtures like the Mayfair House had been.

Park as a luxury apartment community, the owners and, more importantly, their lenders anticipated a positive return on Alden Park once units became available to rent. As the economy recovered in the early 1990s, so too did the rehabilitation process at Alden Park. PHPC was more successful in enforcing its easement throughout Alden Park's easement history and, unlike at the Mayfair House, the involvement of the City and L&I threats for demolition were non-existent. Once the financing was secured and a strategy to create more rentable units was created, Alden Park became an easement success. Recently, multiple articles in Philadelphia newspapers have cited Alden Park when discussing the population's increasing desire to live in upscale luxury apartments instead of houses. Public perception of Alden Park remains positive due in part to these articles. Still, as the Preservation Alliance's staff points out, Alden Park is not secure forever. Buildings require constant maintenance and it is possible that if the economy declines, Alden Park, like any income-producing building, could once again be in financial danger.

As a preservationist, I view the success of Alden Park as an accomplishment. The continued prosperity of Alden Park relies on constant maintenance and a steady flow of renters. The rehabilitation of Alden Park revived the deteriorating structure and resulted in a restored community with original amenities that continue to appeal to residents today. While the Mayfair House's demolition process moves forward, the preservation community should recognize its efforts to save the structure and, through it, one of the nation's most important façade easement programs. Not only did PHPC defend its façade easement until the court extinguished it, but the multiple schemes to develop the Mayfair House were all efforts directed toward making the structure a viable building.

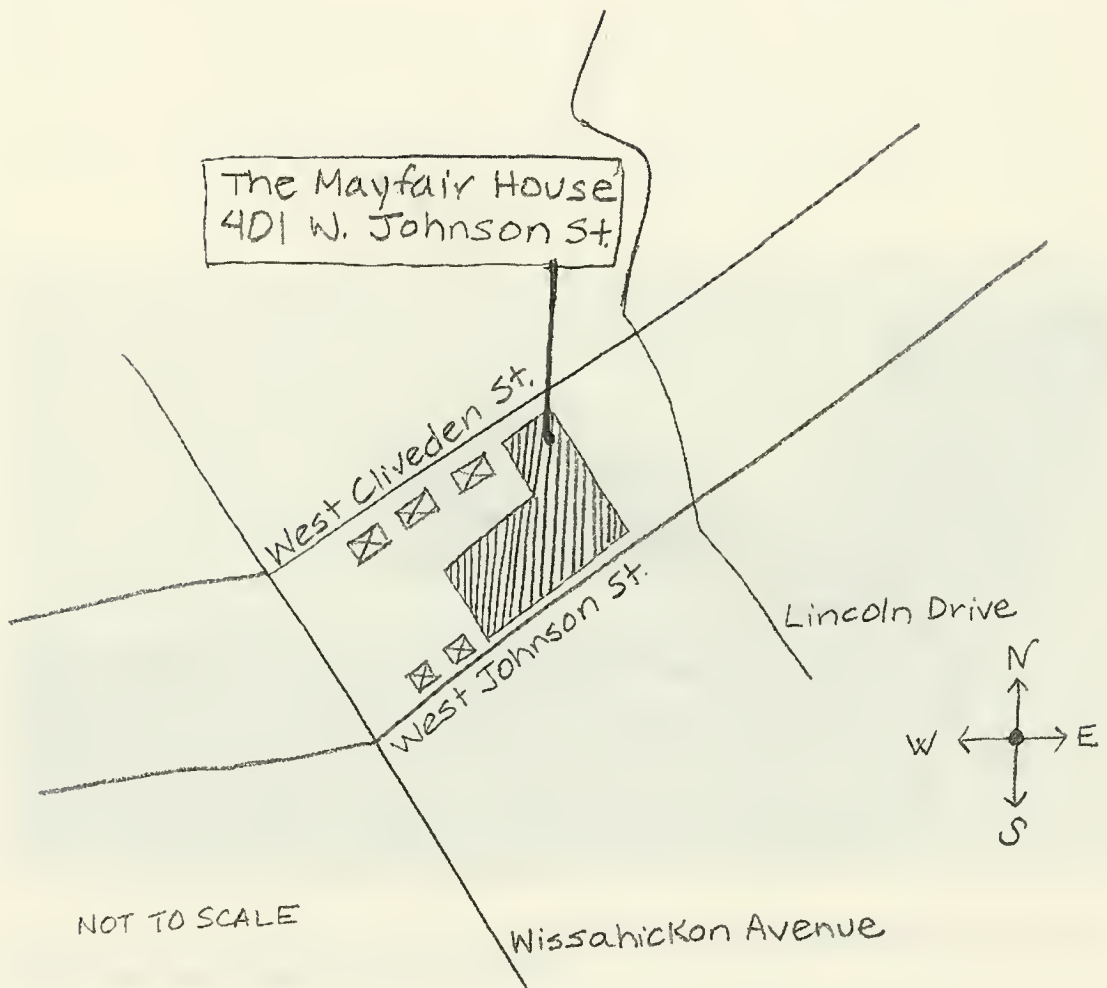
Stephen Kazanjian hopes that while the Mayfair House could not survive, the preservation community can still promote the reuse of other historic buildings. The Mayfair House “is a huge loss to the historic community because it can never be replicated. This demolition really sends out a message that in the future, we need to come up with creative ways to help and work with developers.”³⁹⁸

³⁹⁸ Stephen Kazanjian, telephone conversation.

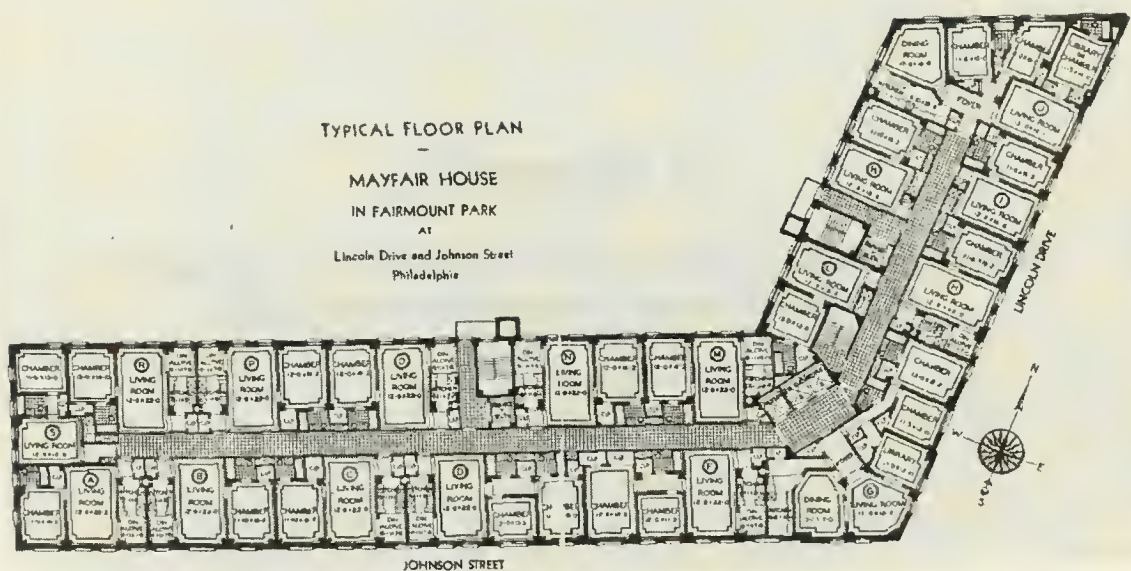
Appendix

Appendix A

Mayfair House Site Plan and Floor Plan



Mayfair House Site Plan. Drawing by Julie Dunn.



Mayfair House Floor Plan in M. Richard Cohen, *Appraisal Report for the Mayfair House*, December 1, 1981. Preservation Alliance for Greater Philadelphia.

Appendix B

Mayfair House. Selections from the Deed of Façade Easement.
Preservation Alliance for Greater Philadelphia.

FILE COPY

DEED OF FACADE EASEMENT

D 0371-562

This is a Deed of Facade Easement made this 16th day of December 1981 between Mayfair House Apartments, a Pennsylvania Limited Partnership ("Owner") and PHILADELPHIA HISTORIC PRESERVATION CORPORATION, a not for profit corporation organized under the laws of the Commonwealth of Pennsylvania ("Grantee").

BACKGROUND

A. Owner has legal and equitable fee simple title to the parcel of land known as 401 West Johnson Street, Philadelphia, Pennsylvania, more particularly described in Exhibit "A" attached hereto and made a part hereof, including all improvements thereon erected (the "Property").

B. The Property was nominated to the National Register of Historic Places in 1981.

C. Grantee considers the Property to represent a valuable example of an historical architectural style.

D. Owner and Grantee understand that Grantee has been or will be the recipient of facade easements in addition to the easement contained in this Deed of Facade Easement (the "Easement") on other properties in Philadelphia.

E. Owner desires to grant to Grantee, and Grantee desires to accept, the Easement on the terms and conditions set forth below.

TERMS AND CONDITIONS

Intending to be legally bound hereby, in consideration of the mutual promises herein contained, and in further consideration of the sum of One Dollar (\$1.00) in hand paid by Grantee to Owner, receipt of which is hereby acknowledged, the parties hereto do grant, convey, assign, agree and declare as follows:

1. GRANT

Owner hereby grants and conveys to Grantee an estate, interest and easement in the North, East, South and West facades of the Property, for the preservation of historic, architectural, scenic and open space values, of the nature and character and to the extent set forth in this Easement, to constitute a servitude upon the Property running with the land, for the benefit of and enforceable by the Grantee, to have and to hold the said estate, interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses forever.

P 0871-568

2. SCOPE OF GRANTEE'S ESTATE, INTEREST AND EASEMENT

The Easement herein granted conveys to Grantee an interest in the Property consisting of the benefit of the following covenants and undertakings by Owner.

a. Without the prior written consent of Grantee, which shall not unreasonably be withheld, Owner shall not cause, permit or suffer any construction, alteration, remodeling, decoration, dismantling, destruction, or other activity which would affect or alter in any way the appearance of the Property as viewed from any location on any street on or off the Property.

b. Owner shall maintain the Property at all times and shall keep the Property in a state of good repair and shall make sure that the appearance of the Property, as viewed from any location on any street on or off the Property shall not be permitted to deteriorate in any material way, and to this end Owner agrees that it shall comply with the Restoration Program and the Minimum Maintenance Program set forth in Exhibit "B" to this Easement.

c. Owner shall permit Grantee access to the Property at such reasonable times as Grantee may request, for the purpose of examination and testing of all structural portions of the Property and such decorative portions of the Property as may be visible from any street on or off the Property.

d. Owner shall permit Grantee to display on the Property, at its discretion, a small marker or sign evidencing its ownership of the Easement granted herein.

3. INITIAL LEVEL OF PRESERVATION

Owner and Grantee agree that:

a. Certain photographs, plans and specifications, attached hereto as Exhibit "C" and made a part hereof, shall constitute the aesthetic, architectural and historic condition in which the appearance of the Property, as viewed from any street on or off the Property, is to be maintained, and

b. Such photographs shall constitute conclusive evidence of the appearance of the Property which is not to be affected or altered pursuant to section 2(a) above and is to be maintained pursuant to section 2(b) above.

4. RIGHTS OF GRANTEE IF PROPERTY DESTROYED

In the event that the building located on the Property is, by reason of fire, flood, earthquake or other disaster of any kind whatsoever:

a. Partially destroyed to such an extent or of such nature that the appearance of the Property as seen from any street on or off the Property is altered from the Property's appearance in the photographs, plans and specifications referred to in Paragraph 3 above, then Owner shall promptly restore the Property up to at least the total of the casualty insurance recovery to a condition so that the appearance is restored to that shown in such photographs, plans and specifications or to such other appearance as Grantee may reasonably direct as being consistent with the architectural character of Germantown.

b. Totally destroyed, then Owner shall not thereafter erect on the Property any building the appearance of which as seen from any street on or off the Property is inconsistent with the architectural character of the historic buildings located in Germantown.

Upon satisfactory completion of such restoration the appearance of the Property to which Paragraphs 2(a) and 2(b) above shall apply shall be the restored appearance of the Property. If Owner shall fail promptly to restore the Property as required under this Section 4, Grantee shall have all the rights given it under Section 5 below: provided, however, that Owner's liability under this Paragraph shall be limited to Owner's interest in the Property.

5. REMEDIES OF GRANTEE

Grantee shall have all remedies available to it at law or equity and Owner agrees that money damages shall be insufficient compensation to Grantee for any breach by Owner.

6. ASSIGNMENT, SUCCESSORS AND ASSIGNS

a. This Easement shall extend to and be binding upon Owner and all persons hereafter claiming by, under or through Owner, and the word "Owner" when used herein shall include all such persons whether or not such persons have signed this instrument or had any interest in the Property at the time it was signed. Anything contained herein notwithstanding, a person shall have no obligation pursuant to this Easement if and when such person shall cease to have any interest (present, partial, contingent, collateral or future) in the Property or any portion thereof by reason of a bonafide transfer for value.

b. Grantee agrees that it will hold this Easement exclusively for conservation purposes: that is, it will not transfer this Easement for money, other property or services. Grantee may, however, assign or transfer its interests hereunder to any agency of the City of Philadelphia, Commonwealth of Pennsylvania or the United States of America; or to one or more organizations whose purposes include, inter alia, the preservation of historically important structures and land areas, provided such organization has the ability to properly enforce this Easement and further provided, that such organization is operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization under Section 501 (c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States

D 0371-555

Internal Revenue Code). Except as provided in the preceding sentence, Grantee may not assign or transfer its interest hereunder without the prior written consent of Owner, which shall not unreasonably be withheld. Subject to the foregoing provisions of this Section 6, the terms and conditions of this Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

7. RESERVATION

a. Owner reserves the free right and privilege to the use of the Property for all purposes not inconsistent with the grant made herein. Nothing herein shall be construed to grant unto the general public or any other persons, other than Grantee and its agents, the right to enter upon the Property for the purposes set forth herein.

b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Owner to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any such ordinance and the terms hereof, Owner shall promptly notify Grantee of such conflict and Owner and Grantee shall agree upon such modifications to the facade consistent with sound preservation practices.

8. ACCEPTANCE

Grantee hereby accepts the right and interest granted to it in this Easement.

9. OWNER'S INSURANCE

Owner shall maintain, at its own cost, insurance against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage in such amounts as would normally be carried on a property such as that subject to this Easement. Such insurance shall include Grantee's interest and name Grantee as additional insureds and shall provide for at least thirty (30) days notice to additional insureds before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured. Furthermore, Owner shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new policy or certificate at least ten (10) days prior to the expiration of each such policy.

10. RELEASE AND INDEMNIFICATION

Owner shall be responsible for and will and does hereby release and relieve Grantee, its agents or employees, and hold and defend harmless Grantee, its agents or employees, of, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury and or damages to property occurring in or around the premises subject to this Grant of Easement occasioned in whole or in part by the negligence of Owner, its agents or employees.

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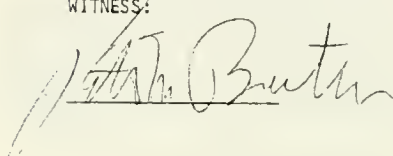
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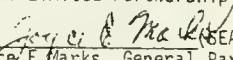
11. TIME

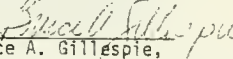
Wherever the consent of the Grantee is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to requests for consent within ninety (90) days (except under extraordinary circumstances) or such consent shall be deemed to have been given.

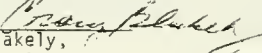
IN WITNESS WHEREOF, the parties hereto have executed this Easement the day and year first above set forth.

WITNESS:



OWNER:
MAYFAIR HOUSE APARTMENTS,
A Pa. Limited Partnership
BY:  (SEAL)
Joyce E. Marks, General Partner

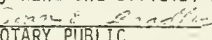
GRANTEE:
PHILADELPHIA HISTORIC
PRESERVATION CORPORATION
BY: 
Bruce A. Gillespie,
Acting Executive Vice President

ATTEST: 
Craig Blakely,
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA:
: SS
COUNTY OF PHILADELPHIA :

On this the day of December, 1981, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Bruce A. Gillespie, who acknowledged himself to be the Acting Executive Vice President of PHILADELPHIA HISTORIC PRESERVATION CORPORATION, a not for profit corporation organized under the laws of the Commonwealth of Pennsylvania, and that he as such Acting Executive Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of PHILADELPHIA HISTORIC PRESERVATION CORPORATION by himself as Acting Executive Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA:
: SS
COUNTY OF PHILADELPHIA :

On this the day of December, 1981, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Joyce E. Marks known to me (or satisfactorially proven) to be the person whose name is subject to the Deed of Facade Easement and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC

CONSENT TO
DEED OF FACADE EASEMENT

THIS CONSENT is given, executed and made this 16th day of October 1981, by Commonwealth Federal Savings (the "Mortgagee").

RECITALS

A. Mayfair House Apartments is indebted to Mortgagee in the original principal sum of \$1,700,000. together with interest due and to become due thereon, all as evidenced by its Mortgage Note (the "Note") dated 6/13/72 . The Note is secured by a Mortgage (the "Mortgage") of even date therewith and recorded on 6/13/72 in the Philadelphia Department of Records in Mortgage Book No. DCC91 Page 385 et seq., which Mortgage covers certain real estate and premises situate, known and designated as No. 401 West Johnson Street, Philadelphia, Pennsylvania.

B. Mayfair House Apartments, by its Deed of Facade Easement dated 12/16/81, and intended to be forthwith recorded, have conveyed an interest in the above-mentioned mortgaged premises to Philadelphia Historic Preservation Corporation, a not-for-profit corporation organized under the laws of the Commonwealth of Pennsylvania.

CONSENT

NOW, THEREFORE, Mortgagee, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Mayfair House Apartments and intending to be legally bound hereby, hereby approves of and consents to the Deed of Facade Easement described in the Recital provisions hereof, and further agrees that the terms and provisions of its Mortgage are subject to the terms and provisions thereof.

IN WITNESS WHEREOF, Mortgagee has executed and delivered this Consent, in recordable form, on the date and year first above written.

ATTEST:

Commonwealth Federal
Savings (Mortgagee)

By: [Signature]

STATE OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

On this, the 16th day of October, 1981, before me, the undersigned officer, personally appeared Mr. W. Park, who acknowledged himself/herself to be the Vice President of Commonwealth Federal Savings, a corporation, and that he/she as such Officer, being authorized to do so, executed the foregoing Consent to Deed of Facade Easement for the purposes therein contained by signing the name of the corporation by himself/herself as such

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1st - Penn. Mailing Co.
My Commission Expires: 1983

D 0371-567

EXHIBIT B
to
DEED OF FACADE EASEMENT
from
MAYFAIR HOUSE APARTMENTS
to
PHILADELPHIA HISTORIC PRESERVATION CORPORATION

D 0371-568

I. RESTORATION PROGRAM

A. INITIAL RESTORATION

Owner shall cause the following work to be performed on the property within one year after execution of this Deed or as otherwise scheduled herein.

I. Wood Windows

a. Repairs

Restore altered windows and repair and refurbish damaged or deteriorated windows in accordance with Paragraph 11 of Section 11, Minimum Maintenance Program below.

1) Corner Tower

Restore two 9/9 light windows in corner tower, Southeast facade. At west window, replace both sash to match existing originals. At east window overlooking Lincoln Drive, reinstall existing loose 9-light upper sash, and replace 9-light lower sash with original, if it can be found, or with new matching sash. (See Exhibits C-2 and C-15).

2) Large arched first floor windows

a) At northernmost window on Lincoln Drive

facade, replace missing 12-light lower sash to match existing original lower sashes. Replace all broken glass lights with glass to match originals. (See Exhibit C-5).

- b) At southernmost window on Lincoln Drive facade, remove louver which exists in lower sash and replace with 2 glass lights and muntin to match existing original construction. (See Exhibit C-3).

3) Basement windows

- a) At southernmost pair of windows on Lincoln Drive facade, remove grill composed of 3 horizontal pipes. Replace existing wire mesh screen and solid infill at right opening with 6-light casement or awning window to match originals. (See Exhibit C-4). Wire mesh grates similar to those at adjacent windows, are permitted in lieu of horizontal pipe bars. Permission is hereby granted to leave infill panel with vent covers at opening to left for use as vents for clothes dryers, provided that dryer lint is periodically removed from opening and adjacent wall, walk and stair surfaces. At such time as vents for clothes dryers are no longer required in

D 0371-570

this location, a 6-light wood window, which matches adjacent one, shall be installed.

- b) Due to partial raising of the grade, existing 15-light sash door at northernmost opening is no longer functional. Since door is deteriorated, restoration is required. Owner shall either repair and refurbish existing door or install a new 6/6-light double hung window similar to those at adjacent openings.

b. Refurbishing and Repainting

Owner shall, within one year after execution of Deed review the condition of wood windows and make a proposal for Grantee review and approval for refurbishing and repainting all frames and sash. Proposal shall describe work to be performed and shall include a schedule for completion within three years after execution of this Deed. Proposed work shall include, wherever required, replacement of missing muntins and rotted elements, repair of loose joints, adjustment, filling of open grain, reputtying. Proposed work shall include as well preparation and repainting of all wood window frames and sash. Colors for repainting shall be selected based on original color schemes as determined by

D 0371-571

paint scrapings and seriation analyses. See Paragraphs 11 and 15 of Section II, Minimum Maintenance Program for refurbishing and repainting guidelines.

2. Miscellaneous Masonry repairs

a. Discolored Wall

Eliminate source of regular wetting and discoloration of sill and brickwork under existing first floor window air conditioner as shown in Exhibit C-8. Consideration shall be given to removing air conditioner or providing a drainage system which carries condensate away from the wall. Clean stained brick in accordance with Paragraph 2 in Minimum Maintenance program below. Any replacement air conditioner shall be installed with appropriate condensate drains or such other acceptable method to avoid similar wetting of wall.

b. Stone retaining wall

Retaining wall along walk which leads from Johnson Street to lobby side door has crack between curb height and railing height portions which may indicate damage related to differential settlement or earth pressure. Review the condition of the wall with an architect or engineer and repair according to their recommendations and according to Paragraphs 4 and 15 of Minimum Maintenance Program below.

D 0371-572

B. FUTURE RESTORATION

1. Lobby entrance doors

At the time of any significant work on lobby entrances facing Johnson Street and facing Lincoln Drive, Owner shall cause to be performed the following restoration work in accord with drawings and specifications to be approved by Grantee prior to the start of work. It is understood and agreed by both parties that the construction shown in Exhibits C-10 and C-18 is acceptable to Grantee. That construction is based upon the architect's (Sugarman and Hess) rendering showing double doors with small glass lights (See Exhibit C-17) and existing 15-light basement door facing Lincoln Drive.

a) Johnson Street entrance

Much of the original entrance is still intact, fluted pilasters with plain molded capital, molded transom bar and 5-light transom sash. Original door appears to have been a wood revolving door. Presumably each door leaf had a single glass light of proportions similar to those of existing revolving door enclosure. Permission is hereby granted to install either a new revolving door in existing enclosure or a new double sash door. Proportions for a new double sash door shall be based upon architect's rendering and existing

D 0371-573

15-light door at basement opening facing Lincoln Drive (See Exhibits C-10 and C-18).

b) Lincoln Drive entrance

Wood pilasters, capitals, transom bar, frame and transom sash shall be installed to match existing at Johnson Street entrance. Proportions for new wood double sash door shall be based upon architect's rendering and existing 15-light door at basement opening facing Lincoln Drive (See Exhibits C-10 and C-18).

2. Exterior Wood vestibule

At the time of any work on the rear service door on the Johnson Street facade, the exterior wood board vestibule as shown in Exhibit C-7 shall be removed. Any replacement shall be an interior vestibule which does not affect the exterior appearance of the building. Installation of a small awning canopy for weather protection, similar in color and form to the entrance canopy, shall be permitted. Owner is required to get Grantee's approval prior to start of work for removal of vestibule and installation of canopy.

C. PERMITTED ALTERATIONS

1. Storm/Screen windows

Permission is hereby granted to maintain existing or install new exterior storm/screen windows in accord with the following guidelines. Work shall be done in

accord with proposal submitted to and approved by Grantee prior to start of work.

- a. Method of attachment shall not damage wall or windows.
- b. Frames and sash shall be painted color to match wood window frames.
- c. Proportions of storm/screen windows shall match those of windows. Meeting rails shall be aligned. Arched window heads shall not be covered with solid infills.

2. Mechanical equipment

No additional masonry openings shall be cut on any of the facades for through-wall mechanical equipment. Permitted locations for new louvers, vents, air conditioners, etc., shall be limited to existing masonry openings. With the exception of the tall arched first floor windows, where no such equipment is permitted, installation through or in lieu of existing window sash is permitted, provided that any sash which is removed shall be stored for possible future reinstallation. No mechanical equipment shall project out further than the exterior plane of the masonry wall. Equipment shall be either a dark color to blend with the appearance of the glass, or a color to match the window frame.

D 0371-575

II. MINIMUM MAINTENANCE PROGRAM

It is the Owner's responsibility to maintain the Property, to comply with all applicable codes and ordinances, and to take adequate provisions for the protection of life and property. To the extent that Grantee's interest is involved, Owner shall adhere to a maintenance schedule with respect to the property at least as stringent as that set forth below. Owner shall keep reasonable records with respect to inspection and replacement and shall make such records available for inspection by Grantee in Philadelphia during normal working hours, upon written notice from Grantee.

I. CELLARWAYS

INSPECTION SCHEDULE: Twice a year, Spring and Fall

OPERATION:

- a. Check condition of basement door and/or window and trim.
- b. Remove leaves and debris.
- c. Check whether standing water is collecting. Unclog any drains which exist at bottom of areaway. If standing water is a regular occurrence, make a proposal of a means to keep areaway dry for Grantee approval. Cause work to be performed in accord with approved proposal.

2. BRICK AND LIMESTONE MASONRY

INSPECTION SCHEDULE: Once a year, Spring or Fall, after a rainstorm

OPERATION:

- a. Check for moist areas, cracks, crumbling material, loose pieces, missing mortar, efflorescence (white discoloration).
- b. Check where moisture is entering masonry and repair any leaks in roofing, cornice, flashing, downspouts, joints between masonry and other materials.
- c. Repair or provide additional support to door or window heads which are unstable.
- d. Reflash, recaulk leaking joints as required.
- e. Repoint joints with loose or crumbling mortar using mortar which matches original in color, texture, and constituent composition. Mortar shall not have high Portland cement content and shall be no harder than brick or original mortar. Repointing work shall be performed only in accord with a proposal submitted to and approved by Grantee prior to start of work. Repointing shall be done as follows: remove deteriorated or loose mortar with hand tools to a minimum depth of 2.5 times joint width; clean joints; apply fresh mortar to wetted joints in layers not thicker than $\frac{1}{4}$ (one quarter) inch. Joints

shall be slightly recessed to maintain original width and tooled to match original finish. Model for repointing shall be existing original tan mortar joints with rodged finish at brickwork and beige flush joints at limestone.

- f. Masonry shall not be cleaned except in accord with a proposal submitted to and approved by Grantee prior to start of work. Any cleaning shall be done with materials and techniques which will not damage the masonry. Sandblasting, wire brushes, grinders, sanding discs, or other abrasive methods shall not be used. Nor shall any harsh chemical which weakens the masonry be applied. Acids shall not be applied on marble. Materials and techniques shall be selected based on results of test patch samples. Any chemical cleaner shall be chemically neutralized and thoroughly rinsed off in order to remove residues that could damage masonry or interior finishes.
- g. Snow removal materials which might damage masonry, eg. salt, shall not be used on stoop or adjacent to walls.

3. GLAZED TERRA COTTA MASONRY
 INSPECTION SCHEDULE: Once a year, Spring or Fall
 OPERATION:

- a. Check for deteriorated mortar or caulk joints, deep crazing or spalling of glaze, rust stains, holes, cracks, deformations, missing units or spalled portions, loose units, exposed metal anchors or reinforcing. Where loose elements pose a threat to public safety, stabilize temporarily, for example, with nylon netting and metal strapping, or remove and store units for either future re-installation or use as models for forming replacements.
- b. Check for stained, loose, crumbling, or missing mortar.
- c. Check for brittle, cracked or missing caulk.
- d. If exposed reinforcing, significant cracks, spalling, severely deteriorated joints are found, review condition of terra cotta with an architect or engineer experienced in methods of evaluating and preserving glazed architectural terra cotta. Under the supervision or observation of the Owner's architect or engineer, adequate investigative measures shall be performed to determine sources of moisture-related or stress-related deterioration. Such measures may include initial cleaning. A report on the findings and any proposed remedial actions shall be furnished to the Grantee. For any remedial action which will affect the exterior appearance of those portions of the Property included in this Deed of Easement, Owner shall make a proposal for Grantee review. Owner shall cause work to be performed in accord with his architect or engineer's recommendations, in accord with proposal approved by Grantee prior to start of work, and in accord with terms of this Deed.
- e. Any cleaning of terra cotta shall be performed with materials and techniques which will not damage the

masonry. Sandblasting, wire brushes, grinders, sanding discs, or other abrasive methods shall not be used. Nor shall strong acid solutions or high pressure water washes be applied. Materials and techniques shall be selected based on results of test patch samples, which proceed from the gentlest approaches (e.g. water, detergent, and natural or nylon bristle brushes) to progressively stronger approaches. Any chemical cleaner shall be chemically neutralized and thoroughly rinsed off in order to remove residues which could harm exterior or interior finishes.

- f. Repoint deteriorated mortar joints in accord with Paragraph 2.e. above. New mortar shall not have high Portland cement content and shall have a compressive strength lower than adjacent terra cotta. Model for repointing shall be existing original tan mortar joints with slightly recessed finish.
- g. Reflash, recaulk leaking joints between masonry and other materials according to Paragraphs 7 and 8 below.
- h. Protect terra cotta in areas of glaze spalling or minor material spalling by removing loose material and sealing locally with masonry paint, acrylic-based proprietary product, or other coating recommended by Owner's architect or engineer. Coating shall be tinted to match color of original glaze.
- i. Protect exposed anchors, seal holes and cracks with waterproof materials which will expand and contract with the movement of the terra cotta, for example, sealants or caulks appropriate for the range of movement in each location.
- j. Replace severely spalled or damaged units which are unstable or which contribute to instability of surrounding masonry, using materials which are compatible with existing original materials in appearance, weight, anchoring, weathering and thermal expansion properties (for example, terra cotta, stone, fiberglass or precast concrete units. Incompatible materials, such as stucco, cement plaster, bituminous compounds, and brick, shall be avoided. Bonding to masonry backfill and metal anchoring shall be similar to originals except that anchors shall be treated to resist corrosion.

4. RUBBLE STONE WALLS AND RETAINING WALLS

INSPECTION SCHEDULE: Once a year

OPERATION:

- a. Check masonry for cracks, loose mortar, moist or bulging areas.
- b. Repair or rebuild any unstable sections of walls in accord with recommendations of Owner's architect or engineer. Possible techniques include dismantling of unstable wall sections; installation of foundation drains, gravel drainage trenches, waterproofing, weeps, or other measures to prevent build-up of excessive pressure; rebuilding of wall.

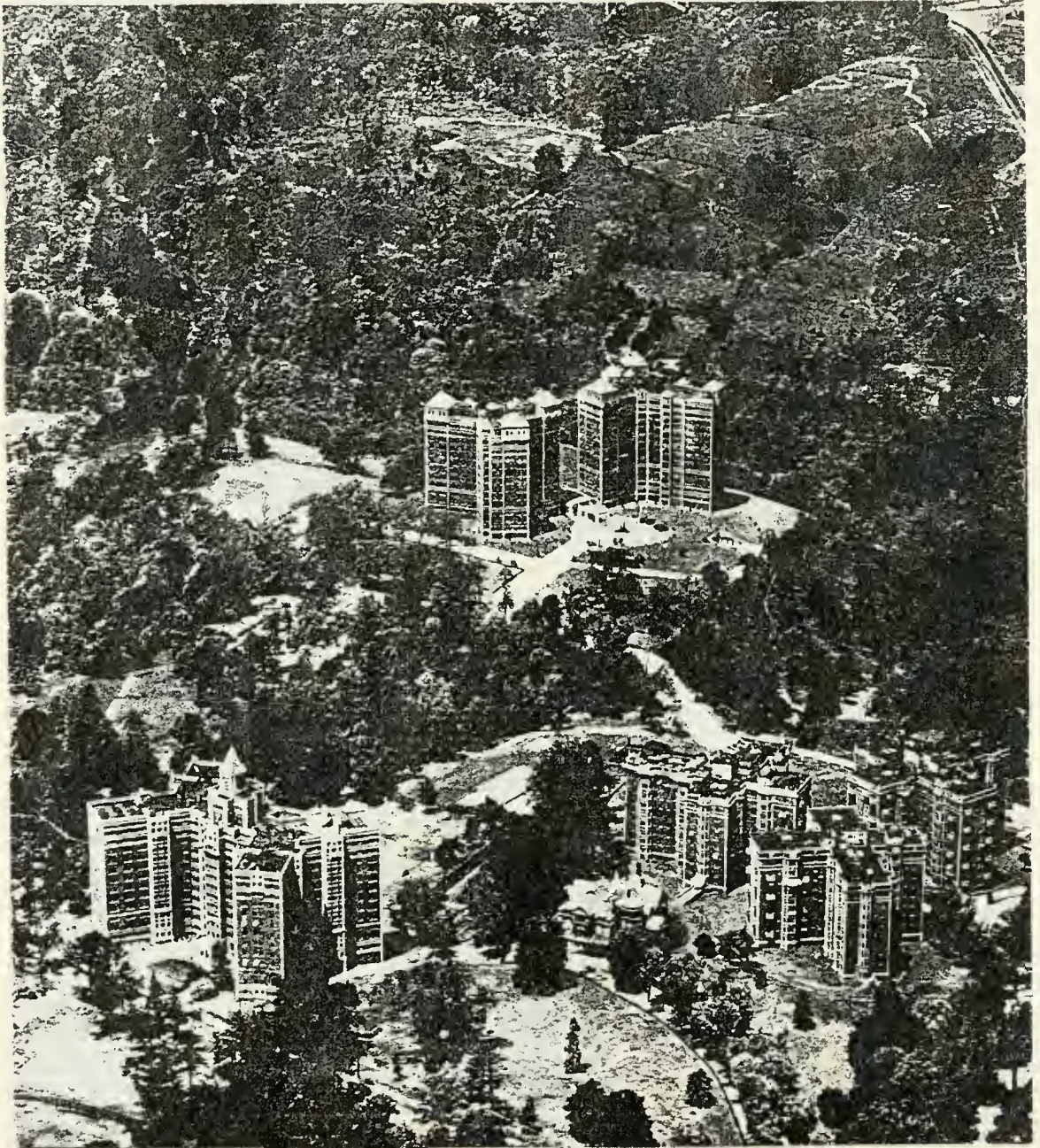
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- c. Repoint joints with loose or crumbling mortar in accord with Paragraph 2.e. above.
- 5. METAL BALCONIES, STAIRS, AWNING FRAMES
INSPECTION SCHEDULE: Once a year
OPERATION:
 - a. Check for deteriorated paint, rust, moisture damage, cracks, holes and wear.
 - b. Check for loose or missing attachments, poorly sealed joints.
 - c. Remove rust, using materials and methods which will not accelerate pitting and corrosion of the metal.
 - d. Fill cracks and holes, patch or reinforce worn areas.
 - e. Repair or replace deteriorated attachments. Flash and/or caulk unsealed joints according to Paragraphs 8 and 10 below.
 - f. Reset loose flooring, reanchor supports and take other measures which are necessary to ensure that adequate safety standards and precautions are met.
- 6. METAL GRILLES, RAILINGS, FENCES
INSPECTION SCHEDULE: Once a year
OPERATION:
 - a. Check for deteriorated paint, rust, moisture damage, wear.
 - b. Repair any loose joints, attachments or hardware.
 - c. Prime and paint according to Paragraph 13 below.
- 7. SHEET METAL FLASHING
INSPECTION SCHEDULE: Twice a year, late Spring & early Fall
OPERATION:
 - a. Check for cracks, warps, distortions or weak areas, loose or damaged seams, loose attachments.
 - b. Check for loose, damaged or missing sections. Check masonry or woodwork underneath for moisture damage and repair if necessary, especially at attachment points.
 - c. Replace damaged or missing sheet metal to match existing. Repair leaks, weak areas.
 - d. Reattach to repaired masonry or wood or iron substrate.
 - e. Paint colors for all repaired flashings shall match adjacent flashing colors.
- 8. CAULKING COMPOUND
INSPECTION SCHEDULE: Twice a year, Spring and Fall
REPLACEMENT SCHEDULE: As required, about every 6 years
OPERATION:
 - a. Check caulk for brittle, cracked or missing pieces.
 - b. Remove any damaged area, clean, prime or seal according to manufacturer's specifications, provide backer rods and bond-breaker tape as required, replace caulk.

Appendix C

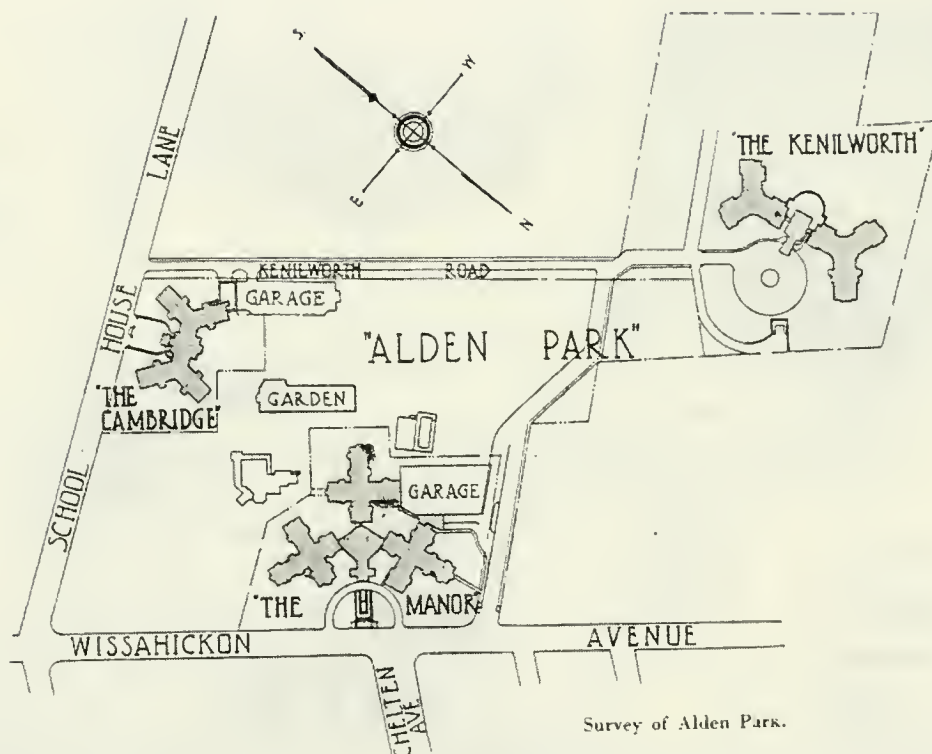
Alden Park Site Plans and Floor Plans

ALDEN PARK

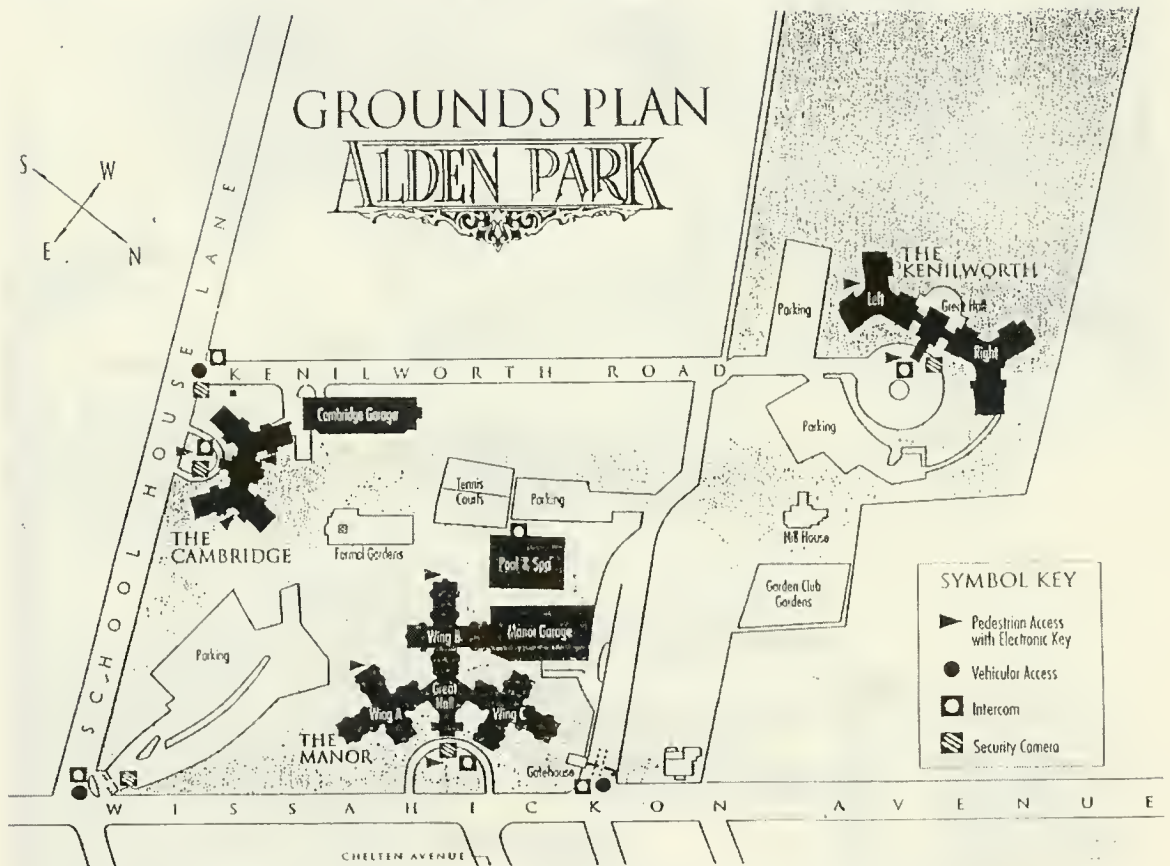


• THE CAMBRIDGE • THE KENILWORTH • THE MANOR

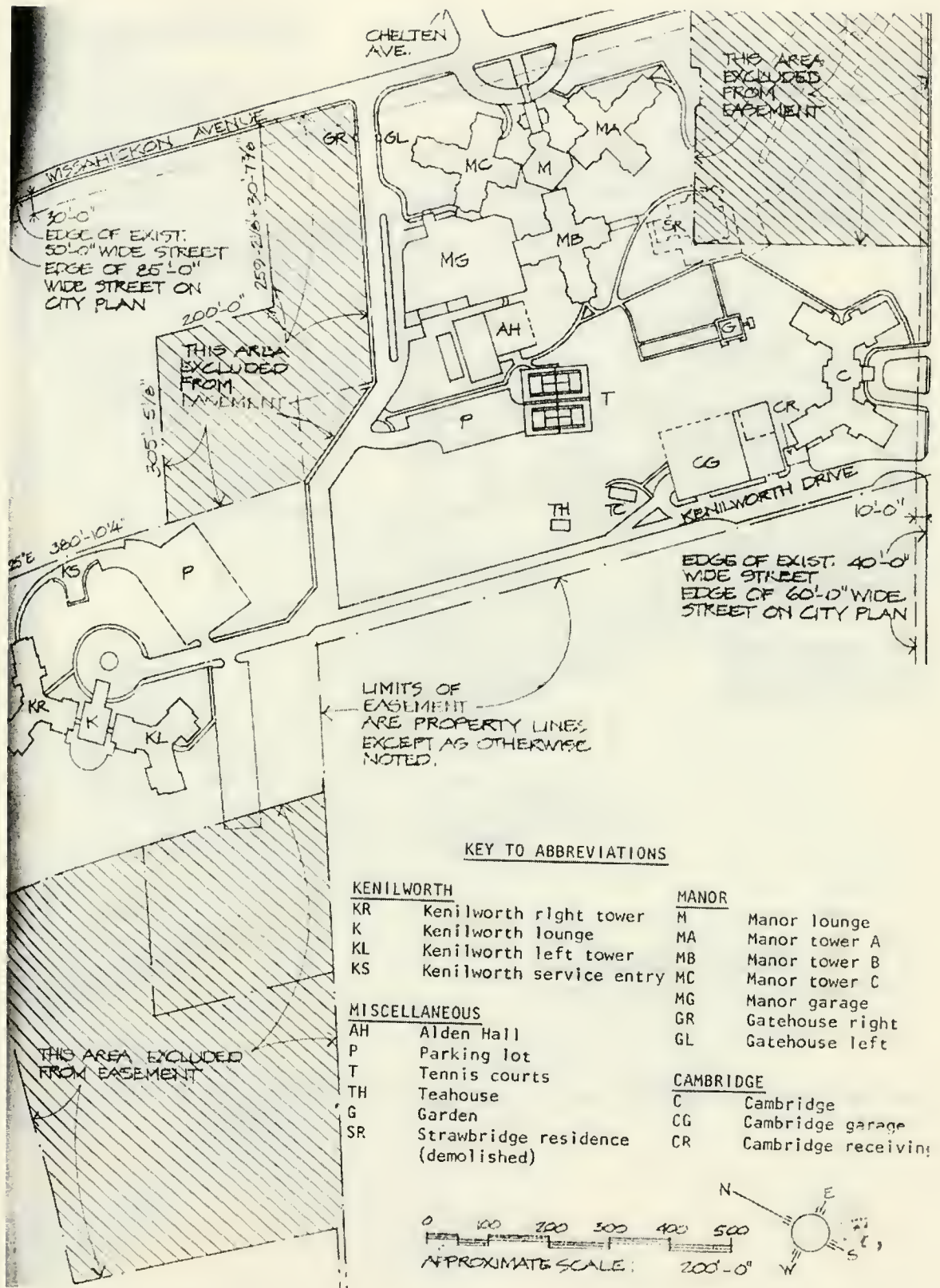
Historic Aerial Photograph of Alden Park. Alden Park Advertising Materials, n.d. Philadelphia Historical Commission.



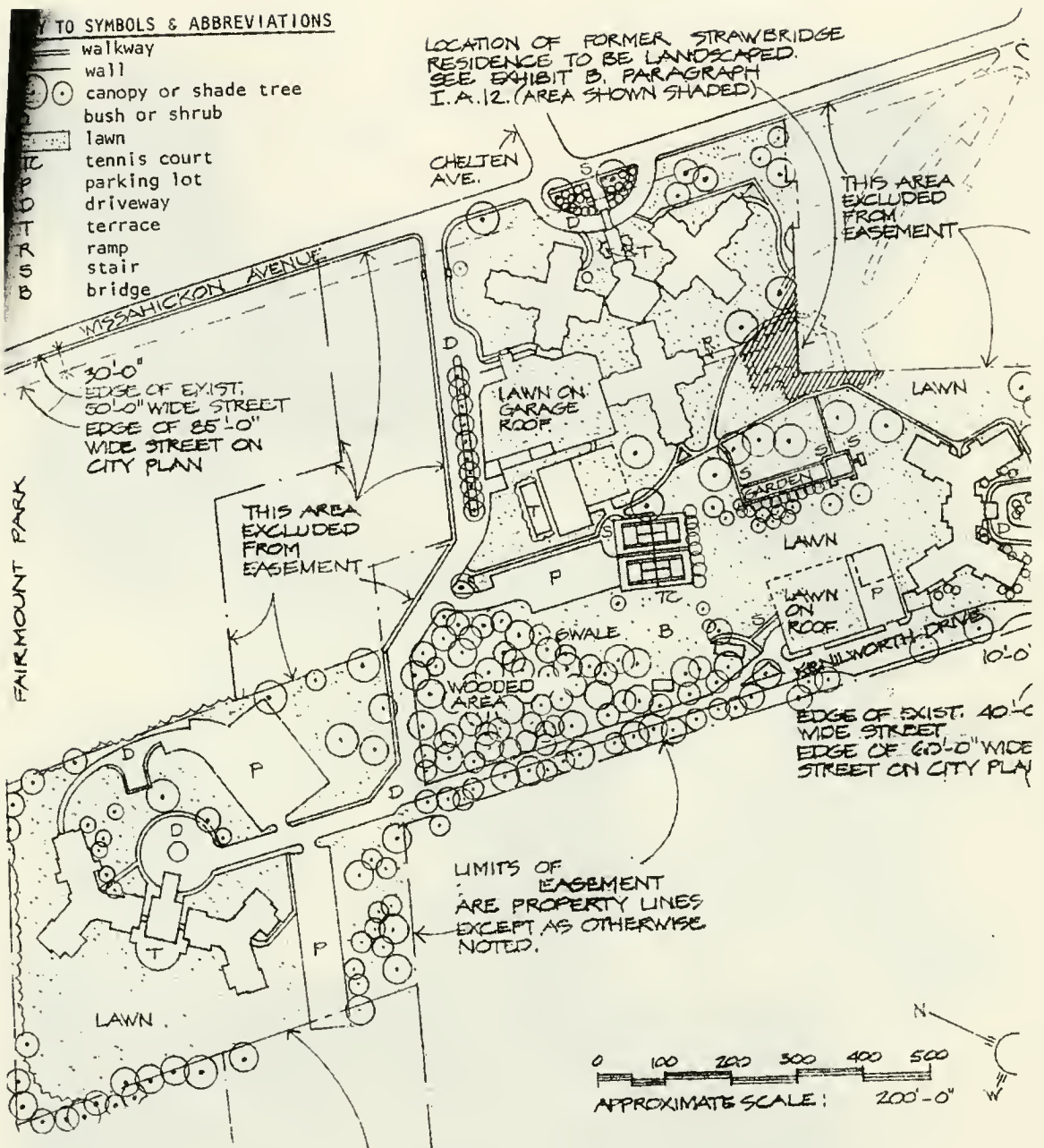
Historic Alden Park Site Plan. Alden Park Advertising Materials, n.d. Philadelphia Historical Commission.



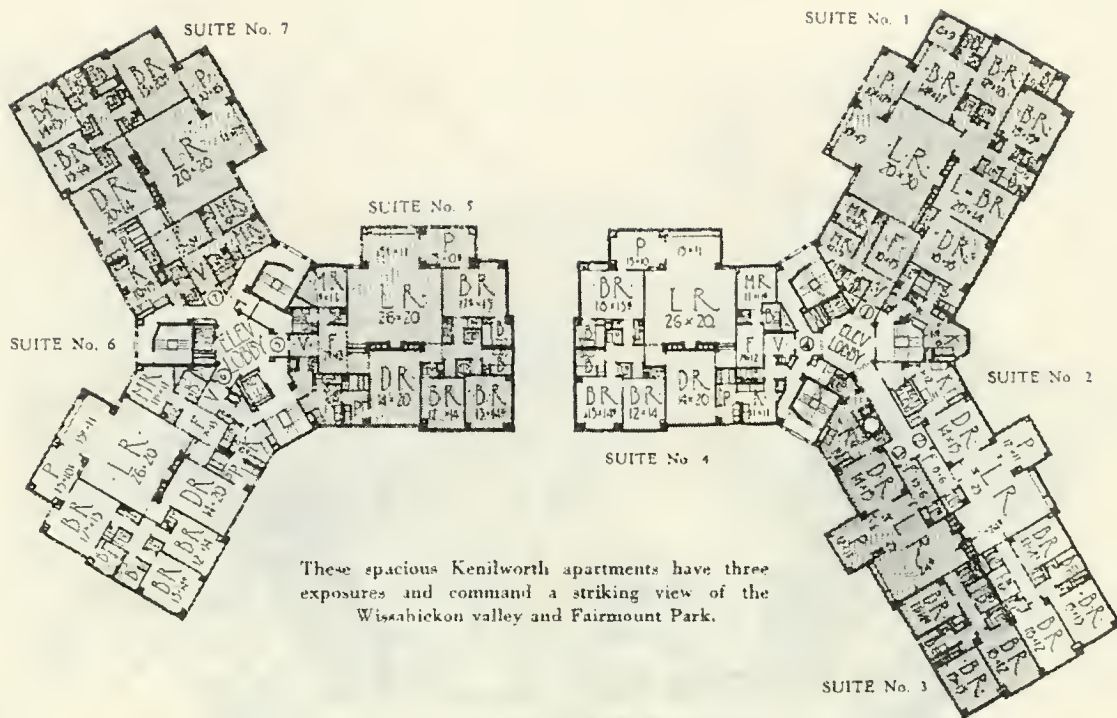
Current Alden Park Site Plan. Alden Park Advertising Materials, 1999. Alden Park Rental Office.



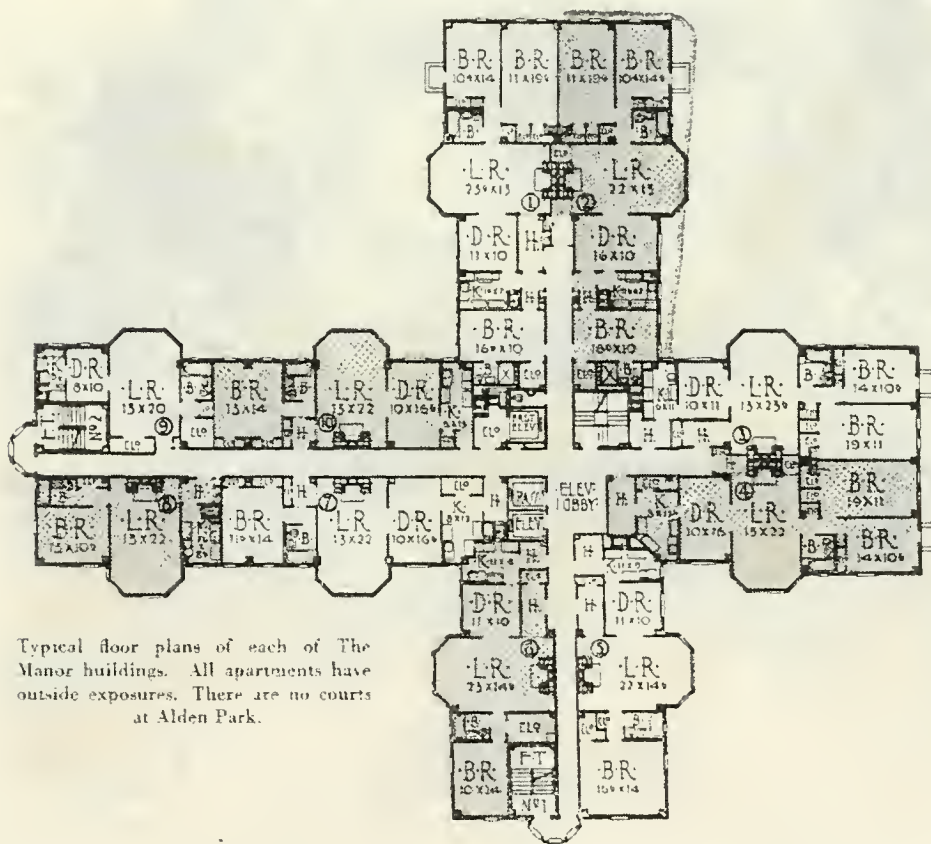
Building Site Plan of Alden Park. Deed of Façade and Open Space Easement, Exhibit C-4. Preservation Alliance for Greater Philadelphia.



Open Space Site Plan of Alden Park. Deed of Façade and Open Space Easement, Exhibit C-5. Preservation Alliance for Greater Philadelphia.

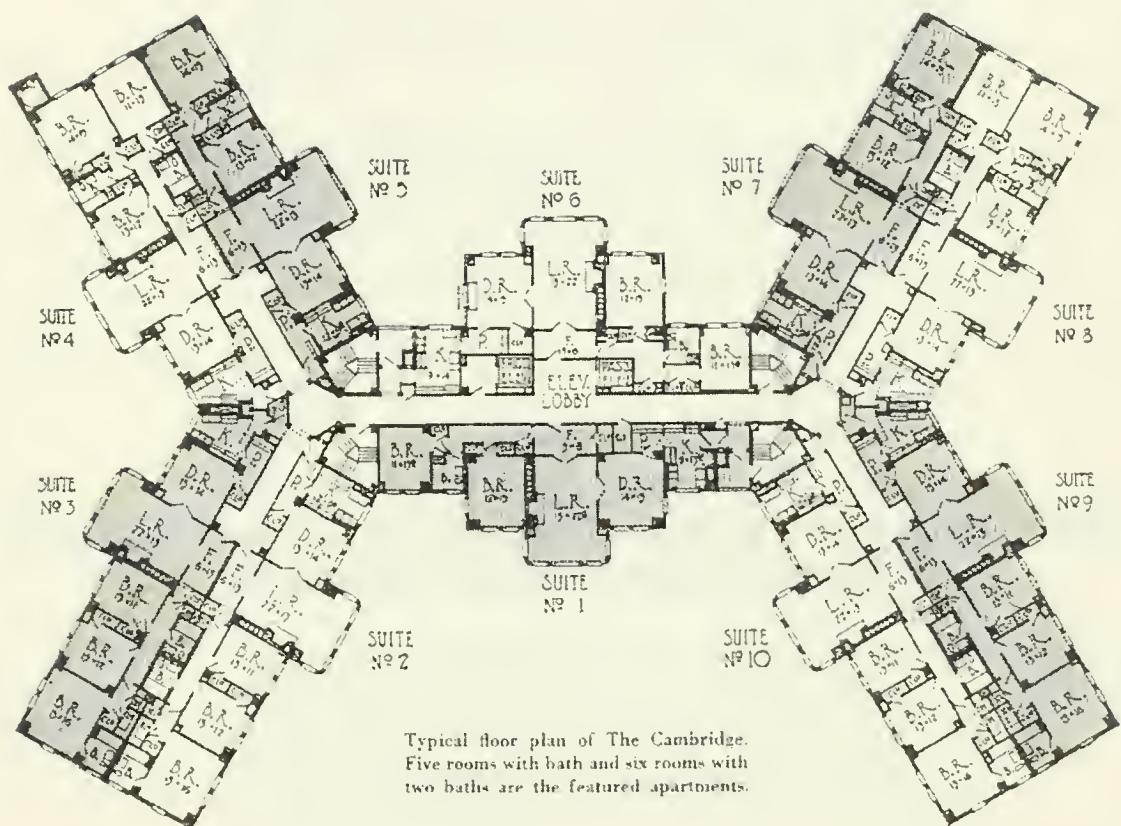


These spacious Kenilworth apartments have three exposures and command a striking view of the Wissahickon valley and Fairmount Park.



Typical floor plans of each of The Manor buildings. All apartments have outside exposures. There are no courts at Alden Park.

Historic Floor Plans of Kenilworth and Manor Building apartments. Alden Park Advertising Materials, n.d. Philadelphia Historical Commission.



Historic Floor Plans of Cambridge Building. Alden Park Advertising Materials, n.d. Philadelphia Historical Commission.

Appendix D

Alden Park. Selections from the Deed of Façade and Open Space Easement.
Preservation Alliance for Greater Philadelphia.

DEED OF FACADE AND OPEN SPACE EASEMENT

D 0369-319

This is a Deed of Facade and Open Space Easement, made this 21st day of December, 1981, by and between Alden Limited, a Pennsylvania Limited Partnership, by its General Partner, Alden Park Associates, Ltd., a Pennsylvania Limited Partnership ("Owner") and PHILADELPHIA HISTORIC PRESERVATION CORPORATION, a not for profit corporation organized under the laws of the Commonwealth of Pennsylvania ("Grantee").

BACKGROUND

A. Owner has legal Title and its General Partner has an equitable interest in the parcel of land known as Alden Park Manor, Philadelphia, Pennsylvania, more particularly described in Exhibit "A" attached hereto and made a part hereof, including all improvements thereon erected (the "Property").

B. The Property was individually listed on the National Register of Historic Places in 1980 by the United States Department of the Interior.

C. Grantee considers the Property to be historically and architecturally significant as a representative of the contemporary residential planning idea of a "city of towers in a garden setting;" as an aesthetic accommodation between modern technology and traditional decoration; and as a prominently-sited regional landmark.

D. Grantee considers that the Property contributes to the present historic, aesthetic and architectural character of Germantown.

E. Grantee considers the open space portion of the Property to contribute to the appearance, ecology and conservation of the Wissahickon Creek Watershed area and adjacent portions of Fairmount Park.

F. Owner and Grantee agree that the grant of a facade and open space easement from Owner to Grantee will assist in preserving and maintaining the Property, the architectural ambiance and historic continuity of the surrounding neighborhood and the natural and scenic value of the adjoining Park land.

G. Owner and Grantee understand that Grantee has been or will be the recipient of facade easements in addition to the easement contained in this Deed of Facade and Open Space Easement (the "Easement") on other properties in Philadelphia.

H. Owner desires to grant to Grantee, and Grantee desires to accept, the Easement on the terms and conditions set forth below.

TERMS AND CONDITIONS

Intending to be legally bound hereby, in consideration of the mutual promises herein contained, and in further consideration of the sum of One Dollar (\$1.00) in hand paid by Grantee to Owner, receipt of which is hereby acknowledged, the parties hereto do grant, convey, assign, agree and declare as follows:

D 0369-320

1. Grant. Owner hereby grants and conveys to Grantee an estate, interest and easement in the Property, for the preservation of historic and open space values, of the nature and character and to the extent set forth in this Easement, to constitute a servitude upon the Property running with the land, for the benefit of and enforceable by the Grantee, to have and to hold the said estate, interest and easement subject to and limited by provisions of this Easement, to and for Grantee's proper uses forever. Notwithstanding the grant of this Easement and any provision hereinafter set forth, this grant is subject to the right in Owner, its successors and assigns, to subdivide the Property and convey title to any and all parts thereof, subject to the grant of this Easement. If in the event of such subdivision it becomes appropriate to alter parking areas or necessary to provide for easements, Owner or its successors and assigns, shall have the right to make such alterations or grant such easements, providing such alterations, easements, and cross easements are consistent with the intent of this Deed and are approved by Grantee in the same manner as is set forth for significant changes to the open space and for new permitted construction in Exhibit B.I.D. hereof.

2. Scope of Grantee's Estate, Interest and Easement.
The Easement herein granted conveys to Grantee an interest in the Property consisting of the benefit of the following covenants and undertakings by Owner:

(a) With respect to the buildings subject to this Easement:

(1) Without the prior written consent of Grantee, which shall not unreasonably be withheld, Owner shall not cause, permit or approve any construction, alteration, remodeling, decoration, dismantling, destruction, or other activity which would effect or alter in any material way the external appearance of the buildings, as viewed from any location on or off the Property or as viewed from buildings along adjacent streets. The consent of Grantee is also required for material changes of building construction visible from the exterior of the building. Consent is hereby granted to Owner for such restoration and alteration as is set forth in the Exhibits to this Deed of Facade and Open Space Easement. Anything herein to the contrary, notwithstanding, this Easement shall in no way limit the use of interior displays or decoration, even though they can be seen from the street.

(2) Owner shall maintain the buildings at all times and shall keep the buildings in a state of good repair and shall make sure that the appearance of the buildings, as viewed from any location on or off the Property or as viewed from buildings along adjacent streets, shall not be permitted to deteriorate in any material way, and to this end Owner agrees that it shall comply with the Restoration Program and the Minimum Maintenance Program set forth in Exhibit "B" to this Easement, and the Masonry Restoration Program set forth in Exhibit "D" to this Easement.

(3) Owner shall permit Grantee access to the buildings at such reasonable times as Grantee may request, for the purpose of examination and testing of all structural portions of the buildings and such decorative portions of the buildings as may be visible from any street on or off the Property or as viewed from buildings along adjacent streets. Grantee shall take such steps as to minimize the interference with the operation of the buildings.

(4) Whenever any proposed construction, alteration, remodeling or other activity subject to Section 2(a) is required, such activity shall be carried out consistent with sound preservation practices, however, if use of the existing material is not economically feasible, alternate materials may be substituted consistent with sound preservation practice or by such appropriate manner as is agreed to by the parties.

(b) With respect to the grounds and open space subject to this Easement:

(1) Without the prior written consent of Grantee, which shall not unreasonably be withheld, Owner shall not cause, permit or approve any construction, alteration, replanting, regrading, paving, destruction, or other activity which would effect or alter in any material way the condition and appearance of the grounds and open space as viewed from any location on or off the Property. Consent is hereby granted to Owner for such replanting, landscaping renovation, restoration and alteration as is set forth in Exhibits to this Deed of Facade and Open Space Easement.

(2) Owner shall maintain the Property at all times and shall keep the Property in a state of good repair and shall make sure that the appearance of the Property, as viewed from any location on or off the Property or as viewed from buildings along adjacent streets, shall not be permitted to deteriorate in any material way, and to this end Owner agrees that it shall comply with the Restoration Program and the Minimum Maintenance Program set forth in Exhibit "B" to this Easement.

(3) Owner shall permit Grantee access to the open space and grounds of the property for purposes of inspection and examination with respect to this Easement on all week days, excluding holidays, between the hours of 9:00 a.m. and 5:00 p.m. without need for request and at such other reasonable times as Grantee may request.

(4) Whenever any proposed construction, alteration, relandscaping or other activity subject to Section 2(b)(1) is required or where activities permitted under 2(a)(1) effect the grounds and open space, such activity shall be carried out consistent with sound landscape and open space management practices, however, if use of the existing materials and plant and tree types is not economically feasible, alternate materials may be substituted consistent with sound landscape and open space practices consistent with the historic nature of the buildings, grounds and open space or by such appropriate manner as is agreed to by the parties.

D 0369-322

3. Initial Level of Preservation. Owner and Grantee agree that:

(a) Certain photographs, plans and specifications, attached hereto as Exhibit "C" and made a part hereof, shall constitute the aesthetic, architectural and historical condition in which the appearance of the Property, as viewed from any location on or off the Property or as viewed from buildings along adjacent streets, is to be maintained, and

(b) Such photographs shall constitute conclusive evidence of the appearance of the Property which is not to be materially affected or significantly altered pursuant to Section 2(a)(1) 2(b)(1) above and is to be maintained pursuant to Section 2(a)(2) and 2(b)(2) above.

4. Rights of Grantee if Property Destroyed. In the event that all, one or a portion of one of the buildings located on the Property are, by reason of fire, flood, earthquake or other disaster of any kind whatsoever:

(a) Partially destroyed and the insurance proceeds are in an amount equal to or more than 90% of the restoration cost or the remaining restoration cost does not exceed 3% of what the Fair Market Value of the Property and improvements would be if the restoration were made, then Owner shall promptly restore the Property to a condition so that the appearance is restored to that shown in the photographs, plans and specifications referred to in Paragraph 3 above, or to such other appearance as the parties may agree.

(b) Partially destroyed and the insurance proceeds are less than 90% of the cost of restoration and the cost of restoration in excess of the proceeds is more than 3% of what the Fair Market Value of the Property and improvements would be if the restoration were made, and if Grantee does not contribute or cause the contribution of such funds to reduce the difference between the amount of proceeds to 3% of the Fair Market Value, then this Easement shall lapse. Notwithstanding the above, however, if Owner chooses to rebuild, restore or reconstruct the building in its entirety, or if the Owner chooses to rebuild, restore or reconstruct one or more of the facades subject to this Easement, then this Easement shall remain in full force for such facades as are rebuilt, restored or reconstructed. It is understood and agreed that in the event of partial demolition, sound restoration principles shall permit Owner and Grantee to agree on a plan where the insurance proceeds fairly applicable to the damaged facades are used on only a portion of those facades to permit proper restoration of those facades and Grantee will relinquish its Easement on the remaining damaged facades so long as they are rebuilt and maintained in a manner compatible with the remaining historic facades. In any event, prior to demolition, Owner shall meet with Grantee to examine the feasibility of rebuilding, restoration or reconstruction.

D 0369-323

(c) Totally destroyed, then this Easement will lapse with respect to the facades, however, the Open Space Easement shall remain, subject to the right of the Owner to rebuild structures of comparable volume and use at the approximate locations of the destroyed structures and provided further that the Owner may increase by 10% the amount of coverage for the new structures over that of the old structures so long as there is no increase in density, such buildings are made compatible with the remaining buildings and the neighborhood, and relandscaping is done in the effected areas consistent with the general requirements set forth herein so as to minimize the impact of the new structures in terms of environmental effect and in terms of how they relate visually to the remaining structures and landscape.

(d) In the event of a major destruction or casualty to the open space and grounds, this Easement shall not lapse, however, Owner shall not be required to spend for restoration of the grounds and open space an amount of more than $\frac{1}{2}$ of 1% of the market value of the property calculated prior to the casualty in excess of the insurance proceeds fairly applicable to the open space.

5. Remedies of Grantee. Grantee shall have all remedies available to it at law or equity and Owner agrees that money damages shall be insufficient compensation to Grantee for any breach by Owner, however, Owner's liability for money damages shall be limited to Owner's interest in this property.

6. Assignment, Successors and Assigns.

(a) This Easement shall extend to and be binding upon Owner and all persons hereafter claiming by, under or through Owner, and the word "Owner" when used herein shall include all such persons whether or not such persons have signed this instrument or had any interest in the Property at the time it was signed. Anything contained herein notwithstanding, a person shall have no obligation pursuant to this Easement if and when such person shall cease to have any interest (present, partial, contingent, collateral or future) in the Property or any portion thereof by reason of a bonafide transfer for value.

(b) Grantee agrees that it will hold this Easement exclusively for conservation purposes: that is, it will not transfer this Easement for money, other property or services. Grantee may, however, assign or transfer its interests hereunder to any agency of the City of Philadelphia, Commonwealth of Pennsylvania or the United States of America; or to one or more organizations whose purposes include, inter alia, the preservation of historically important structures and land areas, provided such organization has the ability to properly enforce this Easement and further provided, that such organization is operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization under Section 501 (c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Code). Except as provided in the preceding sentence,

D 0369-324

Grantee may not assign or transfer its interest hereunder without the prior written consent of Owner, which shall not unreasonably be withheld. Subject to the foregoing provisions of this Section 6, the terms and conditions of this Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

7. Reservation.

a. Owner reserves the free right and privilege to the use of the Property for all purposes not inconsistent with the grant made herein. Nothing herein shall be construed to grant unto the general public or any other persons, other than Grantee and its agents, the right to enter upon the Property for the purposes set forth herein.

b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Owner to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any such ordinance and the terms hereof, Owner shall promptly notify Grantee of such conflict and Owner and Grantee shall agree upon such modifications to the facade, grounds and open space consistent with sound preservation, landscape and open space management practices.

8. Acceptance. Grantee hereby accepts the right and interests granted to it in this Easement.

9. Owner's Insurance. Owner shall maintain, at its own cost, insurance against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage in an amount as would normally be carried on a property such as that subject to this Easement, it being agreed that Owner's present coverage in the amount of \$38,600,000.00 is sufficient. Such insurance shall provide for at least thirty (30) days notice to Grantee before cancellation. Owner shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new policy or certificate at least ten (10) days prior to the expiration of each such policy.

10. Release and Indemnification. Owner shall be responsible for and will and does hereby release and relieve Grantee, its agents and assigns, and hold and defend harmless Grantee, its agents and assigns, of, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury and or damages to property occurring in or around the premises subject to this Grant of Easement occasioned in whole or in part by the negligence of Owner, its agents or employees.

11. Estoppel Certificates. Grantee agrees at any time and from time to time, within ten (10) days after Owner's written request, to execute, acknowledge and deliver to Owner a written instrument stating that Owner is in compliance with the terms and conditions of this Easement, or if Owner is not in compliance with this Easement, stating what violations of this Easement exist. Owner agrees to make such request only for reasonable cause. When this Easement lapses Owner and Grantee shall execute and acknowledge a written instrument to that effect which Owner will cause to be recorded.

12. Condemnation. In the event of a total condemnation of the Property, the Easement shall lapse: in the event of a partial condemnation of the Property, where the Owner retains and uses more than one, one, or a portion of the existing structures including one or more facades, then the Easement shall remain on those facades which are retained and on the grounds and open space remaining. However, Grantee shall be permitted to make minor changes to the grounds and open space remaining, consistent with the intent of this document, to enable the continued residential use of the noncondemned structures. Such changes shall not create new paved surfaces in excess of the paved and built area actually condemned or the area covered by the foot print of the Kenilworth building. In consideration for the rights granted under Section 13 below, Grantee shall assert no claim in the event of condemnation proceedings.

13. Demolition or Partial Demolition.

(a) Demolition or partial demolition:

In the event the Easement lapses in whole or in part because of demolition or partial demolition of the Property resulting from a casualty, subject to the provisions in Paragraph 4 above, Owner shall pay Grantee an amount equal to one-quarter of one percent of the then current Fair Market Value of the Property calculated as if the Property had been restored consistent with this Easement, multiplied by the percentage of the Easement which has lapsed.

(b) Condemnation or loss of title to the buildings:

In the event the Easement lapses in whole or in part because of a condemnation or loss of title of all or a portion of one of the buildings, Owner shall pay Grantee an amount equal to one-quarter of one percent of the then current Fair Market Value of the Property, multiplied by the percentage of the Easement which has lapsed, as if the Property had been restored consistent with this Easement.

(c) To the extent that a damaged or condemned portion of the facade, subject to this Easement is reconstructed consistent with the terms of this Easement, or reacquired after condemnation, that portion of the Easement shall continue and subparagraph (a) and (b) above shall not apply.

(d) The determination of the percentage of the Easement which has lapsed shall be made separately for the buildings and for open space. For valuation purposes, the relationship between buildings and land in the then most recent tax assessment shall be the basis for apportioning value between buildings and open space. For open space the percentage of easement lapsed is to be determined by dividing the entire grounds subject to the easement by the land actually taken by condemnation. For buildings, the percentage of easement-lapsed is to be determined by dividing the square footage of the easement which has lapsed by the total square footage of all the facades on which easements have been granted herein.

(e) In the event there is a partial condemnation of the Property for purposes of a below grade easement or where less than 2,000 square feet of the property are condemned, there shall be no payment to Grantee provided, with respect to below grade easements, that the ground disturbed shall be suitably restored and provided in all cases Owner applies at least fifty percent of the award for restoration of the property in excess of the requirements set forth herein and provides reasonable documentation to Grantee.

14. Time. Wherever the consent of the Grantee is required, it shall not be unreasonably withheld or delayed. In any event Grantee shall respond to requests for consent within ninety (90) days (except under extraordinary circumstances) or such consent shall be deemed to have been given.

15. No Third Party Beneficiaries. Anything herein to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto and there shall be no third party beneficiary thereof. Furthermore, the standards herein shall be interpreted by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Easement the day and year first above set forth.

WITNESS:

OWNER: ALDEN LIMITED,
By Its General Partner
Alden Park Associates, LTD.
By its General Partner,
Isard-Greenberg, Alden Limited
Partnership

By: Murray G. Isard (SEAL)
Murray G. Isard, General Partner

GRANTEE:
PHILADELPHIA HISTORIC
PRESERVATION CORPORATION

By: Bruce A. Gillespie
Bruce A. Gillespie
Acting Executive Vice President

ATTEST: Craig Blakely
Craig Blakely
Assistant Secretary

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COMMONWEALTH OF PENNSYLVANIA: SS
COUNTY OF PHILADELPHIA :

On this the 21st day of December, 1981, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Bruce A. Gillespie, who acknowledged himself to be the Acting Executive Vice President of PHILADELPHIA HISTORIC PRESERVATION CORPORATION, a not for profit corporation organized under the laws of the Commonwealth of Pennsylvania, and that he as such Acting Executive Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of PHILADELPHIA HISTORIC PRESERVATION CORPORATION by himself as Acting Executive Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joan E. Bradley
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA: SS
COUNTY OF PHILADELPHIA :

JOAN E. BRADLEY
Notary Public, Phila. Field Co.
My Commission Expires Sept. 13, 1982

On this the 21st day of December, 1981, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Murray G. Isard, the General Partner of Isard-Greenberg, Alden Limited Partnership, the General Partner of Alden Park Associates, LTD., a Pennsylvania Limited Partnership, the General Partner of Alden Limited, a Pennsylvania Limited Partnership, known to me (or satisfactorily proven) to be the person whose name is subject to the Deed of Facade Easement and that as such General Partner, being authorized to do so, acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joan E. Bradley
NOTARY PUBLIC

CONSENT TO
DEED OF FACADE EASEMENT

D 0369-328

THIS CONSENT is given, executed and made this 9th day of December, 1981 by SIDNEY M. BAER, individually, and SIDNEY M. BAER, as agent, or his successors in such agency, for ALDEN PARK ASSOCIATES, a general partnership which has changed its registered name to LONG BRANCH ASSOCIATES, (the "Mortgagee").

R E C I T A L S

A. Alden Park Associates, Ltd. and Alden Limited are indebted to Mortgagee in the original principal sum of \$10,161,833.00 together with interest due and to become due thereon, all as evidenced by their Note (the "Note") dated November 13, 1980. The Note is secured, inter alia, by a Mortgage (the "Mortgage") of even date therewith and recorded on November 14, 1980 in the Philadelphia Department of Records in Mortgage Book, E.F.P. No. 0073, page 397, et seq., which Mortgage covers certain parcels of real estate and premises including that which is situate, known and designated as Alden Park, all as more fully described in Exhibit A to the Mortgage.

B. ALDEN PARK ASSOCIATES, a general partnership, since acquiring its interest in the Note and Mortgage, has changed its registered name to LONG BRANCH ASSOCIATES, but Sidney M. Baer remains agent for, and managing general partner of, said general partnership.

C. Alden Park Associates, Ltd. by their Deed of Facade and Open Space Easement dated December 21, 1981, and intended to be forthwith recorded, have conveyed an interest in a portion of the above-mentioned Alden Park, which comprises part of the mortgaged premises, to Philadelphia Historic Preservation Corporation, a not-for-profit corporation organized under the laws of the Commonwealth of Pennsylvania.

CONSENT

NOW, THEREFORE, Mortgagee, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Alden Park Associates, Ltd. and intending to be legally bound hereby, hereby approves of and consents to the Deed of Facade Easement described in the Recital provisions hereof, and further agrees that the terms and provisions of its Mortgage are subject to the terms and provisions thereof, with respect to the portion of the mortgaged premises covered by such Deed of Facade Easement.

D 0369-329

CONSENT TO DEED OF FACADE EASEMENT (Continued)

2.

The execution of this Consent is on the condition that the covenants and obligations set forth in the Deed of Facade and Open Space Easement do not bind or obligate Mortgagee notwithstanding that Mortgagee holds the mortgage lien at the time of the execution of the Easement, but Mortgagee recognizes that same shall be binding upon any purchaser of the property by virtue of foreclosure and such purchaser's successors and assigns for the respective period of their ownership.

IN WITNESS WHEREOF, Mortgagee has executed and delivered this Consent, in recordable form, on the date and year first above written.

Sidney M. Baer (Seal)
SIDNEY M. BAER, Individually

LONG BRANCH ASSOCIATES (formerly
known as ALDEN PARK ASSOCIATES)

BY: Sidney M. Baer
Sidney M. Baer

D 0369-333

EXHIBIT B
to
DEED OF FACADE AND OPEN SPACE EASEMENT
from
ALDEN PARK ASSOCIATES, LTD.
to
PHILADELPHIA HISTORIC PRESERVATION CORPORATION

I. RESTORATION PROGRAM

Owner shall, within two years after execution of this Deed (except where other schedules are specified below), cause the following work to be performed on the property.

A. INITIAL RESTORATION

1. Documentation

It is understood that the Owner intends to transfer the original ink on linen drawings, which are now stored on the premises, to the Athenaeum of Philadelphia, 219 South Sixth Street, Philadelphia, Pennsylvania. No matter where Owner transfers drawings, Owner shall make copies available as set forth below. Included among the drawings to be transferred are nearly complete sets of site plans, architectural plans, architectural elevations and structural plans, as well as partial sets of mechanical drawings for the Manor, the Manor Garage, the Kenilworth, the Cambridge and the Cambridge Garage and Receiving Department. In order to make the information contained in the drawings available to persons responsible for evaluation, design, repair, maintenance, and other work required under terms of this Deed, Owner shall make copies available as follows.

D 0369-334

a. Record set

At the building management office or other designated location on the premises, Owner shall provide and maintain in good and usable condition a reproducible set of prints of all original architectural, structural, mechanical, plumbing and other drawings for the buildings at Alden Park Manor. Additionally, Owner shall maintain in the same location a reference set of photographs, reports or other documentation prepared in compliance with terms of this Deed. Upon written request, Owner shall make available during normal office hours the reference set of drawings, photographs, reports and other documentation for purposes of study, comparative analysis and evaluation of any completed work and proposed later measures, or other use related to compliance with terms of this Deed.

b. Availability of reproductions

Owner shall make arrangements with the Athenaeum of Philadelphia, or such other repository, for a procedure by which reproductions of original drawings can be obtained by architects, engineers and contractors and others who participate in any evaluation, design or construction work required or affected by terms of this Deed. Persons

D 0369-335

requesting such reproductions shall bear all reproduction costs.

2. Brick and cast stone masonry

It is a requirement of this Easement that Owner shall perform substantial investigation into the condition of the brick and cast stone masonry and prepare a proposal for Grantee's approval, which will not be unreasonably withheld, to repair and restore and maintain the exterior masonry walls in a structurally sound, weathertight and safe condition which is visually compatible with the original appearance of the building. It is understood and agreed by both parties that complete restoration of the original appearance is not required, but that a substantial amount of work shall be undertaken pursuant to this Easement. Within ninety days after execution of this Deed, Owner shall have undertaken or caused to be undertaken by others the investigations of the problems, the submission of a proposal of remedial measures and the preparation of test samples of all proposed wall preservation work, including recommendations for ongoing maintenance and repairs. In such investigation, evaluation and proposal, Owner shall use the services of an architect or engineer knowledgeable in such areas. Owner shall cause investigation, evaluation and submission of approvable proposal to be completed within two years after execution of this Deed. It is understood and agreed that the proposal will comprise a program of

D 0369-336

work that shall begin no later than within the third year after the grant of the Easement but may extend over many years into the future. Owner agrees to implement promptly the program approved by Grantee and agrees to carry it out diligently. In addition, Owner shall furnish to Grantee a report annually prepared by a licensed engineer or registered architect reviewing the status of the work on the masonry in the past year and the material changes in conditions of the masonry. The criteria and guidelines for the investigations, test panels and proposals are more fully set forth in Exhibit D. It is anticipated that there may be unforeseen or unusual conditions in the masonry not contemplated by such guidelines and criteria. When and if such conditions occur, Owner shall promptly notify Grantee, and Grantee's Architect and Owner's Engineer or Architect shall meet within thirty days to service and mutually agree on a reasonable method of investigation and solution to such conditions consistent with the intent of this Grant of Facade and Open Space Easement.

3. Metal windows

Owner shall, within two years after execution of this Deed, review the condition of metal windows and make a proposal for Grantee review and approval for refurbishing and repainting frames and sash. Proposal shall establish priorities and include a schedule for completion within five years after execution of this Deed. Proposed work

D 0369-337

shall include replacement of badly rusted muntins, repair of loose joints or anchors, adjustment, reputting and repainting. Colors for repainting shall be selected based on original color schemes, as determined by paint scrapings and seriation analysis. See Paragraphs 10 and 13 of the Minimum Maintenance Program for refurbishing and repainting guidelines. See Paragraph I.C.2. below for permitted alterations to metal windows.

4. Wood doors and windows

Repair and prepare wood doors and windows for repainting in accord with Paragraph 12 of the Minimum Maintenance Program. Repaint per Paragraph 14. Locations of wood doors and windows include Lounge Buildings, entrance and Fire Tower areas of all three tower groups, Alden Hall and the Tenant Cottage. Colors for repainting shall be selected based on original color schemes, as determined by paint scrapings and seriation analysis.

5. Metal doors

Prepare and paint existing metal doors at Fire Towers, Manor Garage, Alden Hall and any other locations. Repair and prepare existing painted surfaces per Paragraph 11 of the Minimum Maintenance Program. Paint those surfaces and bare metal per Paragraph 14. Colors for painting shall be based upon color scheme of original doors as determined by paint scrapings and seriation analysis.

D 0369-342

provided as required for the selected plantings. During the first year after installation, Owner shall cause plantings to be watered, weeded and otherwise maintained so that they will become well established.

B. FUTURE RESTORATION

1. Manor Entrance Canopy

As part of any alterations to Manor Lounge Building or entrance area, Owner shall cause existing flat canopy over driveway to be removed. (See Exhibits C-5 and C-18.) Any canopy replacement shall be compatible with the historic architectural design of the building in materials, colors, scale and proportions. At its connection with building entrance, any new canopy shall be no wider than the doorway and shall have a rounded head which fits under cast stone arch. At a distance of approximately six (6) feet out from doorway, canopy may widen over sidewalk and, if it extends that far, over driveway. Owner shall submit drawings and specifications for Grantee review and cause work to be performed in accord with approved proposal.

2. Wood sash doors at Lounges and entrances

Any alterations to doorways shall include restoration of original door proportions based upon original architectural drawings, old photographs, other documentary or built evidence.

D U369-346

materials, adequate measures shall be taken to assure good drainage and preparation of the soil. Topsoil and mulch shall be provided as required for the selected plantings. Adequate measures shall be performed to assure pH compatibility of soil and plantings. Owner shall cause bushes, shrubs and perennial flowers to be watered, weeded and otherwise maintained throughout the first year so that they will come well-established. For restoration guidelines for garden structures, see Paragraph I.A.11. above.

C. FUTURE ALTERATIONS TO EXISTING BUILDINGS

1. Mechanical equipment

a. New masonry openings

No additional masonry openings shall be cut above the basement level water table courses for through-wall mechanical equipment. Any new openings cut at basement levels shall be located and constructed in such a manner that structural integrity of walls is maintained. New openings shall be made as unobtrusive as possible, if necessary by a screen of plants.

b. Existing masonry openings

Permitted locations for new louvers, vents, air conditioners, etc. shall be limited to existing masonry openings. Recommended location is transom band above operable sash in window openings;

D 0369-349

iv) Like existing windows, new unit shall be recessed approximately four (4) inches into wall. Design and installation of new windows shall provide adequate flashing and sealing to prevent water penetration of the walls, particularly the cavity between brick and hollow tile back-up.

3. Fire Tower and corridor doors

Design of any replacements for existing wood sash doors at fire towers or corridors shall be compatible with existing original sash doors. Existing two panel stile and rail doors have solid lower panels and either one large or nine small glass lights filling upper panels. Alterations are permitted for satisfaction of code or security requirements.

- a. Hollow metal or solid core wood construction is hereby permitted.
- b. Reduction of glass areas is permitted provided that proportions and locations of glass areas shall be based upon rectangular proportions of either existing large or small light door designs.

D. RESTRICTIONS ON USE OF PROPERTY

Significant changes to the open space and construction of additions, extensions or new structures shall comply with the following use, compatibility, visibility, environmental protection and landscaping guidelines. Prior to the start of

II. MINIMUM MAINTENANCE PROGRAM

Owner shall adhere to a maintenance schedule with respect to the property at least as stringent as that set forth below. Owner shall from time to time consult with its engineer to see if more frequent inspection or maintenance is required. Owner shall keep records showing that inspection and maintenance have been performed in accord with the program below or on other ongoing basis which provides equivalent regular inspection. Owner shall make such records available for inspection by Grantee in Philadelphia during normal working hours, upon written notice from Grantee.

1. CONCRETE BALCONIES, STAIRS, PLATFORMS, LANDINGS, RAMPS, SOFFITS AND BEAMS

INSPECTION SCHEDULE: Once a year

OPERATION:

- a. Check for deformations, cracks, holes, exposed metal reinforcing, loose pieces, crumbling material, moist areas.
- b. If exposed reinforcing, significant cracks, or other signs of movement are observed, review structural condition of the deteriorated element(s) with an architect or engineer who is qualified to evaluate its condition in order to ensure that adequate safety standards and precautions are met. A report on the findings and any remedial actions shall be furnished to the Grantee. For any remedial action which will affect the exterior appearance of those elements included in this deed of easement, Owner shall make a proposal for Grantee review and shall cause work to be performed in accord with proposal approved by Grantee prior to start of work. In cases where hazardous conditions require immediate remedies, Owner may proceed without prior Grantee approval but shall make every reasonable effort to notify Grantee and to comply with any Grantee suggestions of ways to make remedial actions compatible with the historic appearance of the property.
- c. Repair any cracks or loose pavers which are tripping hazards in floors, paving or stairs in order to ensure that adequate safety standards and precautions are met.
- d. Repair and patch according to recommendations of architect or engineer according to approved proposal and according to terms of this Deed.

2. TERMITES

INSPECTION SCHEDULE: Twice a year, late Spring and early Fall

OPERATION:

- a. Have exterminator check wood-framed structures and treat once a year if necessary.

3. BRICK AND CAST STONE MASONRY

INSPECTION SCHEDULE: Once a year, Spring or Fall, after a rainstorm.

OPERATION:

- a. Review condition of masonry walls with an architect or engineer qualified to evaluate their condition. An annual report on the condition of the masonry shall be furnished on or before the anniversary date of the execution of this deed. For requirements on annual reviews and reports, see terms of Exhibit D, Guidelines for Masonry Preservation.
- b. Check for moist areas, cracks, crumbling material, loose pieces, missing mortar, efflorescence (white discoloration).
- c. Check where moisture is entering masonry and repair any leaks in roofing, cornice flashing, downspouts, joints between masonry and other materials.
- d. Repair or provide additional support to masonry which is unstable.
- e. Reflash, recaulk leaking joints as required.
- f. Repoint joints with loose or crumbling mortar using mortar which matches original rough aggregate pink mortars in color, texture and constituent composition. Mortar mixes shall be specified based on results of analysis required in Paragraph B.6 of Exhibit D. Repointing work shall be performed only in accord with a proposal submitted to and approved by Grantee prior to start of work. Unless otherwise indicated in approved proposal, repointing shall be done as follows: remove deteriorated or loose mortar with hand tools to a minimum depth of one inch; clean joints; apply fresh mortar to wetted joints in layers not thicker than 1/4 (one quarter) inch. Joints shall be slightly recessed to maintain original width and tooled to match original finish.
- g. Masonry shall not be cleaned except in accord with a proposal submitted to and approved by Grantee prior to start of work. Any cleaning shall be done with materials and techniques which will not damage the masonry. Sandblasting, wire brushes, grinders, sanding discs, or other abrasive methods shall not be used. Nor shall any harsh chemical which weakens the masonry be applied. Acids shall not be applied on marble. Materials and techniques shall be selected based on results of test patch samples. Any chemical cleaner shall be chemically neutralized and thoroughly rinsed off in order to remove residues that could damage masonry or interior finishes.

- h. Snow removal materials which might damage masonry, e.g. salt, shall not be used on steps or adjacent to walls.
- i. Perform repairs and masonry preservation work in accord with procedures and schedule submitted to and approved by Grantee in accord with terms of Exhibit D.
4. STUCCO
INSPECTION SCHEDULE: Once a year, Spring, after a rainfall
OPERATION:
- Check for moist areas, cracks, loose chunks or crumbling of stucco.
 - Repair, taking adequate steps to bond patches to substrate and to adjoining stucco work.
 - Stucco for patching shall be colored to match clean unweathered color of existing stucco. Surface finish shall match rough finish of existing stucco work.
5. METAL GRILLES, FENCES
INSPECTION SCHEDULE: Once a year
OPERATION:
- Check for deteriorated paint, rust, moisture damage, wear.
 - Repair any loose joints, attachments or hardware.
 - Prime and paint according to Paragraph 14 below.
 - Fill cracks and holes, patch or reinforce worn areas.
 - Repair or replace deteriorated attachments. Flash and/or caulk unsealed joints according to Paragraphs 8 and 10 below.
6. WOOD OR ASPHALT SHINGLE ROOFS
INSPECTION SCHEDULE: Twice a year, late Spring & early Fall & after winds higher than 40 m.p.h.
OPERATION:
- Check for weak, rotted, loose or missing shingles.
 - Check for rotted, cracked or deteriorated eave rafters.
 - Replace rotted wood members.
 - Repair leaks, weak areas or loose attachments.
 - Replace deteriorated shingles and reflash where required.
7. COPPER ROOF
INSPECTION SCHEDULE: Once a year, late Spring
OPERATION:
- Check for leaks, weak areas, splitting seams or loose attachments.
 - Repair leaks and weak areas.
 - Replace deteriorated sheet metal with matching copper sheets.
 - Repair loose attachments.
 - Repair, resolder or reinforce deteriorated seams to match existing standing and flat seams.
 - If entire roof requires resheathing, new roofing may be either copper or adequate substitute material which matches the color and appearance of original roofing, as approved by Grantee.

D 0369-463

EXHIBIT D
TO
DEED OF FACADE AND OPEN SPACE EASEMENT
FROM
ALDEN PARK ASSOCIATES
TO
PHILADELPHIA HISTORIC PRESERVATION CORPORATION

GUIDELINES FOR MASONRY PRESERVATION

Owner shall, within two years after execution of this Deed, cause to be performed investigation of wall masonry problems, submission of a proposal which specifies remedial measures and preparation of test samples of all types of proposed wall preservation work. Owner shall obtain architectural or engineering services initially to evaluate present conditions and to prepare a proposal based on the findings for ongoing repair and maintenance work. Subsequently, Owner shall cause masonry preservation work to be performed on the Property in accord with proposal and schedule approved by Grantee. Status of masonry walls shall be reviewed annually by an architect or engineer qualified to evaluate their condition and annual reports of the findings submitted by the Owner to Grantee.

A. INVESTIGATION AND EVALUATION

Owner shall, within one year after execution of this Deed, review status of all buildings with an architect or engineer qualified to evaluate their condition. Issues to be investigated include, but are not limited to, those listed below. Method of investigation shall be such as to include selection of study areas with extreme examples of as many types as possible of deterioration listed below. Investigative methods should be selected so as to provide both in-depth evaluation of specific problems and indications of

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Sweet, Joel. Telephone interview by author, 14 March 2000.

Thomas, George. Telephone conversation with author, 22 February 2000.

Tyler, Richard. Interview by author, 1 March 2000.

Index

Academy Square, 131, 132
Algernon-Blair, 20, 91
Arnav Industries Inc. Employee Retirement Trust, 18, 50, 51, 52, 53, 54, 55, 57, 58, 59, 61, 70, 71, 72, 118, 126, 133

Barrett, Brenda, 11, 39, 59
Berger, Albert C., 11, 34, 35, 37
Blades, Bill, 42, 47, 49, 53, 70, 110, 134

Caplan, Ronald, 18, 40, 42, 43, 74, 126
Conservation easement, 4
Cope Linder Associates, 92, 94, 95, 96, 97, 101
Corneal, Bruce, 20, 91
Corneal-Blair, 20, 92, 93, 94, 96, 97, 118
Corneal Group, 91, 96
Cotton, J. Randall, 27, 30, 31, 32, 47, 69, 71, 110, 128, 129, 130, 131, 133

Dedrick, Fred, 53, 54, 55, 72, 135
deVos, Kenneth, 87

Eastview Realty, 20, 96, 97, 98, 99, 100, 101, 103, 104, 106, 109, 110, 118, 124, 133

Germantown Settlement, 63, 64, 66
Greater Germantown Housing Development Corp., 63, 64, 66, 71, 75

Hudson Equities, Inc., 96, 97, 98, 100

Isard, Murray, 13, 19, 20, 24, 27, 89, 90, 91, 92
Isard-Greenberg, 13, 24, 91

John Milner Associates, 91, 96, 98, 99, 100, 102, 103, 104, 105, 106
Jones, Lawrence E., 84, 85, 86, 88

Kaplan, Bennett, 98, 100, 101, 102, 103, 104, 105, 109
Kazanjian, Stephen, 63, 64, 71, 135, 142

Levin, Bennett, 51, 53, 56, 57, 58

Marks, J.E., 11, 12, 18, 23, 38, 39, 40, 118
Mayfair Associates, L.P., 18, 40, 74
Mayfair Associates 95, L.P., 19, 60, 61, 63
Mayfair House Coalition, 54, 55, 56, 64, 124
Mayfair Renaissance Associates, 18, 19, 43, 44, 45, 46, 48, 49, 50, 70, 72, 73, 74, 118, 138

Mitchell, C.C., 84

National Register of Historic Places, 6, 8, 9, 10, 11, 12, 13, 14, 37, 38, 39, 86, 88, 117, 138

National Westminster Bank, 101, 104, 125

Preservation easement, 4, 9, 132

Primavera, Carl, 58, 60

Rehabilitation tax credit, 14, 16, 18, 92, 118, 124

River Bank America, 99

Roizman, Israel, 19, 60, 61, 62, 63, 66, 72, 75, 121, 124

Rorke, Edwyn, 87, 88

Scott, Philip, 99, 100, 102, 103, 104, 105, 108, 110, 111, 112, 128, 129, 134, 135

Sherman, Jim, 104, 105, 106, 107, 108, 109

Sugarman, M. Henry, 11, 34, 35, 37

Shusterman, Robert, 18, 27, 32, 42, 43, 47, 49, 50, 51, 52, 59, 66, 71, 72, 93, 96, 97

Sweet, Joel, 55, 56, 72, 135

Thomas, George, 19, 61, 72, 105, 106, 107, 108, 110, 112, 124, 133

Tyler, Richard, 13, 43, 56, 57, 59, 67, 70, 110, 120, 128, 129, 134

Utah Heritage Foundation, 131, 132

3 1198 02132 2354



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